

006281

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BOOK 144 PAGE 59
2000 OCT -5 PM 1:07

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰
COMPUTER
RECORDED
COMPARED _____

David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #515-743-6195
(FHA Approved)

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

L I M I T E D E A S E M E N T

RE: The North Half (1/2) of the Southeast Quarter (1/4) and the North 13-2/3 acres of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Eight (8); and the South 33.27 acres of the following described tract of land, to-wit:- the West Half (1/2) of the Northeast Quarter (1/4) of Section Eight (8) except the West 9 acres thereof and except the two following described tracts of land, to-wit:- Commencing at the Southeast corner of said West Half (1/2) of the Northeast Quarter (1/4) and running thence North 2640 feet to the Northeast corner thereof, thence West 20 feet to the center of the highway as now established and used, thence in a Southwesterly direction to a point 70 feet West of the place of beginning, thence East *

The Undersigned, as Owner(s) of record of the real estate described above, for One Dollar and other good and valuable consideration received, hereby grant(s), sell(s), transfer(s) and convey(s) to Southern Iowa Rural Water Association (the "Association"), its successors and assigns, an affirmative and perpetual easement in, to, and running with the real estate described above, together with a general and perpetual right of ingress and egress upon such real estate and upon any adjacent lands of Owner(s), LIMITED AS FOLLOWS:

1. This easement is solely for the general purposes of construction and laying and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing water pipeline and any necessary appurtenances thereto over, across and through the real estate described above; and
2. Once such water pipeline and any necessary appurtenances thereto are installed and operating, then this easement (except the general rights of ingress and egress) shall be automatically reduced in scope to a width of thirty feet, the centerline of which shall be the water pipeline and any necessary appurtenances thereto.

It is agreed that, during the period of initial construction, no crop damage will be paid by the Association. After completion of the project, if repair work on water line is needed, crop damages will be paid. The Association, its successors and assigns, hereby promise to maintain such water pipeline and any necessary appurtenances in good repair so that damage to adjacent real estate of Owner(s), if any damage there be, will be kept to a minimum.

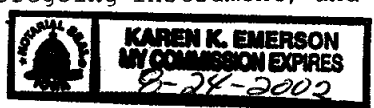
Executed this 23 day of May, 2000.

John D. Stowell
JOHN D. STOWELL

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Madison) ss:

On this 23 day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: John D. Stowell, a single person, to me known to be the same and identical persons who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed



Karen K. Emerson
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

*to the place of beginning; and also commencing at a point on the South line of said West Half (1/2) of the Northeast Quarter (1/4) 3 rods and 18 links West of the Southeast corner thereof, and running thence North parallel with the East line of said 80 acre tract 16 rods, thence West parallel with the South line of said 80 acre tract 10 rods, thence South parallel with the East line of said 80 acre tract 16 rods to the South line thereof, thence East along said South line of said 80 acre tract 10 rods to the place of beginning, containing one acre and used as a school house lot; all being in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.