49

REC $ 5.00
AUD $
R.M.F. $ 1.00

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BOOK 144 PAGE 67
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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

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

LIMITED EASEMENT

RE: The East Half of the Northwest Quarter of Section Eleven (11), except a tract of land commencing at the North Quarter corner of said Section Eleven (11), running thence South 89°10' West 284 feet along the Section line, thence South 17°35' West 672.71 feet, thence North 80°04' East 406.51 feet, thence North 21°10' East 240.3 feet along the Westerly highway right of way line, thence North 351.20 feet along the quarter section line to the point of beginning, containing 5.0047 acres exclusive of any highway right of way in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

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), transfers) 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 there- after 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 2 day of May 2000.

X George W. Patten
GEORGE W. PATTEN

X Bette F. Patten
BETTE F. PATTEN

GRANTOR(S)

****

STATE OF IOWA)
)Ss:
COUNTY OF Madison)

LARRY C. ANTISDEL
MY COMMISSION EXPIRES
2-17-2001

On this 2 day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: George W Patten & Bette F Patten Husband & Wife, 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.

Larry C Antisdel
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE