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

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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: Commencing at the Northeast corner of Section Seven (7), in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence West 2633.55 feet along the North line of the Northeast Quarter (1/4) of said Section Seven (7) to the North Quarter (1/4) corner of said Section Seven (7), thence continuing West 4.12 feet, thence South 34°07'10" West 586.52 feet, thence South 21°06'10" West 771.91 feet, thence South 88°07'34" West 5.25 feet to a point of intersection with the centerline of county road and point of beginning of tract; thence South 88°07'34" West 713.59 feet, thence South 00°39'17" West 1271.94 feet to the centerline of the county road, thence down the centerline of the county road to the point of beginning, containing 8.83 acres, more or less.

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 14 day of June 2000.

x Kenneth L. Billeter
KENNETH LEROY BILLETER
a/k/a Kenneth L. Billeter

x Kay M. Billeter
KAY MARIE BILLETER
a/k/a Kay M. Billeter

GRANTOR(S)

STATE OF IOWA)

)Ss:

COUNTY OF Madison)

On this 14 day of JUNE, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Kenneth L. & Kay M. Billeter, aka Kenneth Leroy & Kay Marie Billeter, 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.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

