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MICKI UTSLER Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #515-743-6195 MADISON COUNTY, IOWA (FHA Approved)

## LIMITED EASEMENT

RE: The Southwest Quarter  $(\frac{1}{4})$  of the Northeast Quarter  $(\frac{1}{4})$  and the Northwest Quarter  $(\frac{1}{4})$  of the Southeast Quarter  $(\frac{1}{4})$  of the Southeast Quarter (4) and a tract commencing 40 rods South of the Northwest corner of the Northeast Quarter (4) of the Southeast Quarter (4) and running thence in a Northeasterly direction to a point 40 rods East of the Northwest corner of said 40-acre tract, thence South 40 rods, thence point 40 rods East of the Northwest corner of said 40-acre tract, thence South 40 rods, thence in a Southwesterly direction to the Southwest corner of said 40-acre tract, thence North to the point of beginning, all in Section Fifteen (15), in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, excepting therefrom the following described tract of land, to-wit: Beginning at the Northwest corner of the Northeast Quarter \* 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 25 day of April , 2000.
D. all ( ) unight a Love Norman
RICK I. HOUSEMAN JULIETTE D. HOUSEMAN
KICK II. HOUSEINEN
GRANTOR(S)
**************************************
STATE OF ADMIC
COUNTY OF POLK ) ss:
On this 25 day of April 2000 before me, the undersigned, a Notary
On this 25 day of April , 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Rick and Juliette Houseman, 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
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\*( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of said Section Fifteen (15), thence West 111.6 feet, thence South 6°13' West 513 feet, thence South 46°30' East 54.1 feet to the centerline of a county road, thence North 42°15' East 739.2 feet to the North line of the Southeast Quarter (4) of said Section Fifteen (15), thence West 369.1 feet to the point of beginning.