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REC \$ 5.00 AUD \$ R.M.F. \$ 1.00 COMPUTER RECORDED COMPARED

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: A parcel of land in the Southwest Quarter of the Southeast Quarter of Section 29, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as: Beginning at the South Quarter corner of Section 29, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence along the west line of the Southwest Quarter of the Southeast Quarter of said section on an assumed bearing of North 00°00'00" East a distance of 388.95 feet; thence North 89°51'42" East 335.98 feet; thence South 00°00'00" East 388.95 feet to the south line of aforesaid Southwest Quarter of the Southeast Quarter; thence along said south line, South 89°51'42" West 335.98 feet to the Point of Beginning, containing 3.000 acres, *

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 7- day of July 2000.

X Deborah Pettit DEBORAH PETTIT

X Brian L. Pettit BRIAN L. PETTIT a/k/a Brian Pettit

GRANTOR(S)

STATE OF IOWA) COUNTY OF Union)Ss:

On this 7 day of July, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Deborah Pettit & Brian L. Pettit, wife & husband 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.

Jane M. Juelsgaard NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

*more or less, including public road and 2.691 acres, more or less, excluding public road.

