

Lincoln 145
006334

FILED NO. _____
BOOK 144 PAGE 122
2000 OCT -5 PM 1:10

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰
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:

Parcel "A", located in the Southwest Quarter of the Northeast Quarter of Section 14, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: commencing at the center of section 14, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence South 88°55'07" East, 160.06 feet to a point on the East right-of-way line of Iowa Highway 169; thence North 4°28'00" East along said R.O.W. line 429.53 feet to the point of beginning; thence North 81°14'21" East, 82.93 feet; thence North 4°32'51" East 279.03 feet; thence North 89°43'57" East, 98.03 feet; thence North 4°28'00" East, 100.00 feet; thence North 90°00'00" East, 209.04 feet; thence North 0°00'00" East, 280.08 feet; thence South 90°00'00" West, 370.00 feet to a point on the East R.O.W line of Iowa Highway 169; thence South 1°46'37" West along said R.O.W. line 73.87 feet; thence South 4°28'00" West along said Highway R.O.W. line, 598.99 feet to the point of beginning. Said parcel contains 3.372 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 10 day of July 2000.

X [Signature]
GARY E. JACOBS

X [Signature]
DONNA JACOBS

GRANTOR(S)

STATE OF IOWA)
)Ss:
COUNTY OF Madison)
On this 10 day of July, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Gary E Jacobs & Donna Jacobs, husband and 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.

[Signature]
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

