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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)

L I M I T E D E A S E M E N T

RE: East Half of the Southwest Quarter of Section Two, Township Seventy-four North, Range Twenty-eight West of the Fifth P.M., Madison County, Iowa, EXCEPT Beginning at the S $\frac{1}{4}$ Corner of said Section 2; thence S88°49'W, 44.1 ft. along the south line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$; thence N5°34 $\frac{1}{2}$ 'W, 450.7 ft.; thence N14°15'e, 235.6 ft.; thence N3°01 $\frac{1}{2}$ 'W, 225.0 ft.; thence N8°44 $\frac{1}{2}$ 'W, 301.5 ft.; thence N5°03'W, 850.5 ft.; thence N1°55 $\frac{1}{2}$ 'W, 588.6 ft. to a point on the north line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence N88°58 $\frac{1}{2}$ 'E, 169.7 ft. along said north line to the center of said Section 2; thence S0°32 $\frac{1}{2}$ 'E, 1319.6 ft. along the east line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence S0°00'E, 1317.8 ft along the east line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ to the Point of Beginning; containing *

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 24 day of April, 2000.

James E. Rohr
JAMES E. ROHR

Mary L. Rohr
MARY L. ROHR

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Madison) ss:

On this 25 day of April, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared James E. Rohr Mary L. Rohr 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.

DONALD C. HENRY
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

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*6.2 acres, more or less, of which 1.6 acres, more or less, are contained within existing road easements.