

FILED NO. 006431  
BOOK 144 PAGE 227  
2000 OCT -5 PM 1:18

REC \$ 5.00 COMPUTER   
AUD \$ \_\_\_\_\_ RECORDED   
R.M.F. \$ 1.00 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 Southwest Quarter of Section 23, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Southeast Corner of the Southwest Quarter of the Southwest Quarter of Section 23, T74N, R28W of the 5th P.M., Madison County, Iowa; thence along the East line of said SW $\frac{1}{4}$  of the SW $\frac{1}{4}$ , North 00°00'00" 970.05 feet; thence South 90°00'00" West 41.57 feet to the Point of Beginning; thence North 58°42'45" West 104.53 feet; thence North 00°00'00" 14.23 feet; thence South 90°00'00" West 257.44 feet; thence North 00°00'00" 74.96 feet; thence South 80°32'05" West 164.73 feet; thence North 00°00'00" 224.99 feet; thence North 89°28'46" East 500.45 feet to the westerly right of way line of U.S. Hwy #169; thence, along said westerly \*

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 12 day of July, 2000.



  
 PAUL HAMMANS GRANTOR(S)

STATE OF IOWA )  
 )Ss:  
COUNTY OF Madison )

On this 12 day of July, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Paul C. Hammans and Lavonne Hammans, 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.

Kathy S. Lee



\*R.O.W. line, South 00°39'41" West 256.57 feet; thence South 07°30'49" East 90.15 feet to the Point of Beginning. Said parcel of land contains 3.000 acres.