

Jackson 13

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BOOK 144 PAGE 286  
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REC \$ 5.00  
AUD \$ 1.00  
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)

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

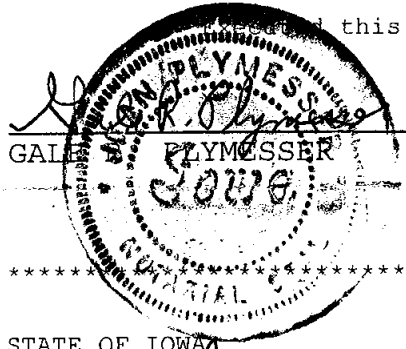
RE: The West Half of the Southwest Quarter of the Southwest of the Southeast (W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ ); the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ); and ALL that part of the West Fractional Half of the Southwest Quarter (Wfr $\frac{1}{2}$ SW $\frac{1}{4}$ ), except the North 25 acres thereof, lying North and East of the Public Highway as it existed on April 4, 1927 and excepting therefrom a tract described as follows: Commencing at a point 11 chains & 65 links South of the Northwest Corner of said Wfr $\frac{1}{2}$  of SW $\frac{1}{4}$  and running thence South 3 chains, thence East 3 $\frac{1}{2}$  chains, thence North 3 chains, thence West 3 $\frac{1}{2}$  chains to place of beginning, ALL in Section Thirty-one (31), Township Seventy-six (76) North, Range 29 West of the 5<sup>th</sup> P.M., Madison County, Iowa.

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.

Witness my hand and seal this 18<sup>th</sup> day of August, 2000.



Virginia M. Plymesser  
VIRGINIA M. PLYMESSER

GRANTOR(S)

STATE OF IOWA )  
COUNTY OF Dallas ) ss:

On this 18<sup>th</sup> day of August, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared Gale R. Plymesser and Virginia M. Plymesser, 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.

Jean Plymesser  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

COPY