

Webster 622

006844

REC \$ 5.00
AUD \$
R.M.F. \$ 1.00

FILED NO. _____
BOOK 144 PAGE 315
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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: The South Half (1/2) of the Northwest Quarter (1/4) and the Southwest Quarter of Section Twenty (20) all in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT that part of the Southwest Quarter of Section 20, Township 75 North, Range 29 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows: Beginning at the northwest corner of the Southwest Quarter of said Section 20; thence on an assumed bearing of South 89°20'42" East 406.54 feet; thence South 00°13'22" East 1309.46 feet; thence North 89°46'54" West 406.51 feet to the west line of the Southwest Quarter of said Section 20; thence North 00°13'22" West along said west line 1312.56 feet to the northwest corner of the Southwest Quarter of said Section 20 and the point of beginning. Said tract contains 12.33 acres and is subject to a Madison County Highway Easement over the westerly 0.99 acres thereof.

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 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 26 day of July, 2000.

Lillian K. Eivins
Lillian K. Eivins

Marvin A. Eivins
Marvin A. Eivins

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Madison) ss:

On this 26 day of July, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Lillian K. Eivins and Marvin A. Eivins, wife and husband 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.

CATHRYN A. LACINA
MY COMMISSION EXPIRES
1-19-2001

Cathryn A. Lacina

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE