

FILED NO. 006864

COMPUTER  RECORDED  BOOK 144 PAGE 337

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

COMPARED \_\_\_\_\_ 2000 NOV -2 PM 3: 14

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

David L. Junemann, 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: Parcel "B" located in the South Half of the Southeast Quarter of Section 14, Town-  
ship 75 North, Range 29 West of the 5th P.M., Madison County, Iowa, more particularly described  
as follows: Commencing at the Northwest corner of the Southeast Quarter of the Southeast  
Quarter of Section 14, Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa;  
thence North 88 degrees 22'27" East along the North line of the Southeast Quarter of the South-  
east Quarter of said Section 14, 132.00 feet to the Point of Beginning; thence North 88 degrees  
22'27" East along the North line of the Southeast Quarter of the Southeast Quarter of said  
Section 14, 98.06 feet to a point on the centerline of an unpaved County Road; thence South \*

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 24 day of April, 2000.  
Oak Grove Community Church By: Jane K. Murphy

GRANTOR(S)

STATE OF IOWA  
COUNTY OF Madison ) ss:

On this 24 day of April, 2000, before me, the undersigned, a Notary  
Public in and For the aforesaid County and State, personally appeared: Jane K. Murphy  
President, 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.



Karen K. Emerson  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

\*23 degrees 34'23" West along said Road Centerline, 745.64 feet; thence South 26 degrees  
01'34" West along said Road Centerline, 231.23 feet; thence North 0 degrees 41'41" West,  
879.61 feet to a point on the North line of the Southwest Quarter of the Southeast Quarter  
of said Section 14; thence North 88 degrees 22'27" East along the North line of the South-  
west Quarter of the Southeast Quarter of said Section 14, 130.93 feet; thence South 0 dgress  
48'13" East, 264.00 feet; thence North 88 degrees 22'27" East, 115.50 feet; thence North 13  
degrees 10'59" East, 273.04 feet to the Point of Beginning. Said parcel contains 3.329 acres,  
including 0.710 acres of County Road right-of-way.