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FILED NO. 007366
BOOK 144 PAGE 447

David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #515-743-6195
(FHA Approved)

2000 DEC -6 AM 11:28

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

RE:
See attached Exhibit "A"

MICKI UTSLER
RECORDER
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.

Executed this 19 day of May, 2000.

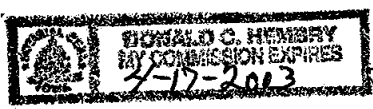
Russell W. Utsler
RUSSELL W. UTSLER

Jeannie M. Utsler
JEANNIE M. UTSLER

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Madison) ss:

On this 19 day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Jeannie M. Utsler, Husband & wife, Russell W. Utsler 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

Exhibit "A"

The Northeast Fractional Quarter (NE Fr. $\frac{1}{4}$) of Section One (1), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" located in the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section One (1), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northeast corner of said Section One (1), thence along the east line of said Section One (1), South 00 degrees 29 minutes 59 seconds West 645.11 feet; thence South 90 degrees 00 minutes 00 seconds West 331.48 feet; thence North 00 degrees 00 minutes 00 seconds East 292.62 feet; thence South 88 degrees 42 minutes 30 seconds West 263.93 feet; thence North 00 degrees 00 minutes 00 seconds East 358.41 feet to the north line of said Section One (1); thence North 90 degrees 00 minutes 00 seconds East 600.97 feet to the Point of Beginning, said Parcel "A" containing 7.104 acres, including 1.075 acres of road right-of-way; AND, the South Half ($S\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-six (36) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except the South 594.6 feet of the West 225 feet thereof.
