

Web. Sec. 12

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REC \$ 15.00
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R.M.F. \$ 1.00

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: See attached Exhibit "A"

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 27 day of May, 2000.

Signature of Ida V. Morse
IDA V. MORSE

X

GRANTOR(S)

STATE OF IOWA

COUNTY OF Madison) ss:

On this 27th day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Ida V. Morse

widow
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.

Signature of Janem Juelsgaard
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE
Commission expires 4/25/03

Exhibit "A"

The West Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) and the East Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$), all in Section Twelve (12), Township Seventy-five (75) North, Range Twenty-nine (29), West of the 5th P.M., Madison County, Iowa,

AND

The Northwest Fractional Quarter ($\frac{1}{4}$) and the Northwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of the Southwest Fractional Quarter ($\frac{1}{4}$) and the North 22 acres of the West Fractional Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Seven (7) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; **except**

A tract of land described as follows: Commencing at the Northeast corner of Section Seven (7), in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence West 2633.55 feet along the North line of the Northeast Quarter ($\frac{1}{4}$) corner of said Section Seven (7), thence continuing West 4.12 feet, thence South $34^{\circ}07'10''$ West 586.52 feet, thence South $21^{\circ}06'10''$ West 771.91 feet, thence South $88^{\circ}07'34''$ West 5.25 feet to a point of intersection with the centerline of county road and point of beginning of tract; thence South $88^{\circ}07'34''$ West 713.59 feet, thence South $00^{\circ}39'17''$ West 1271.94 feet to the centerline of county road, thence down the centerline of the county road to the point of beginning, containing 8.83 acres more or less; **and except**

A parcel of land in the Northwest Fractional Quarter ($\frac{1}{4}$), and in the North Half ($\frac{1}{2}$) of the Southwest Fractional Quarter ($\frac{1}{4}$) of Section Seven (7), in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the North Quarter Corner of Section Seven (7), in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence along the East line of the Northwest Fractional Quarter ($\frac{1}{4}$) of said Section Seven (7) South $00^{\circ}50'16''$ East 2657.44 feet to the Center of said Section Seven (7), thence along the South line of said Northwest Fractional Quarter ($\frac{1}{4}$), North $89^{\circ}44'22''$ West 654.73 feet, thence along the East line of the Northwest Quarter ($\frac{1}{4}$) Northeast Quarter ($\frac{1}{4}$) Southwest Quarter ($\frac{1}{4}$) of said Section Seven (7), South $00^{\circ}50'16''$ East 660.00 feet, thence, along the South line of said Northwest Quarter ($\frac{1}{4}$) Northeast Quarter ($\frac{1}{4}$) Southwest Quarter ($\frac{1}{4}$), North $89^{\circ}44'46''$ West 670.55 feet, thence along the East line of the West Fractional Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of said Section Seven (7), South $00^{\circ}22'47''$ East 315.34 feet, thence, along the South line of the North 22 Acres of said West Fractional Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$), North $89^{\circ}44'23''$ West 853.86 feet to the centerline of a county road; thence along said centerline, North $43^{\circ}15'40''$ East 824.06 feet, thence Northeasterly 257.48 feet along a 545.67 foot radius curve, concave Northwesterly, having a central angle of $27^{\circ}02'08''$ and a long chord bearing North $29^{\circ}44'36''$ East 255.10 feet, thence North $16^{\circ}13'32''$ East 215.59 feet, thence Northeasterly 239.67 feet along a 1432.40 foot radius curve, concave Southeasterly, having a central angle of $9^{\circ}35'13''$ and a long chord bearing North $21^{\circ}01'08''$ East 239.40 feet, thence North $25^{\circ}48'45''$ East 129.77 feet, thence Northeasterly 390.91 feet along a 3819.72 foot radius curve, concave Northwesterly, having a central angle of $5^{\circ}51'49''$ and a long chord bearing North $22^{\circ}52'50''$

East 390.74 feet, thence North $19^{\circ}56'56''$ East 137.59 feet, thence Northeasterly 239.83 feet along a 587.65 foot radius curve concave Southeasterly, having a central angle of $23^{\circ}22'59''$ and a long chord bearing North $31^{\circ}38'25''$ East 238.17 feet, thence North $43^{\circ}19'55''$ East 234.25 feet, thence Northeasterly 329.28 feet along a 848.83 foot radius curve, concave Northwesterly, having a central angle of $22^{\circ}13'35''$ and a long chord bearing North $32^{\circ}13'07''$ East 327.22 feet, thence North $21^{\circ}06'20''$ East 544.12 feet, thence Northeasterly 260.28 feet along a 1145.92 foot radius curve, concave Southeasterly, having a central angle of $13^{\circ}00'51''$ and a long chord bearing North $27^{\circ}36'45''$ East 259.73 feet, thence North $34^{\circ}07'11''$ East 454.92 feet to the North line of the Northwest Fractional Quarter ($\frac{1}{4}$) of said Section Seven (7), thence along said North line, South $90^{\circ}00'00''$ East 4.10 feet to the point of beginning, said parcel of land contains 65.936 Acres including 3.206 Acres of County Road Right of Way.