

Lincoln 33

FILED NO. 007418
BOOK 144 PAGE 523

2000 DEC -6 AM 11:31

REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

COMPUTER ✓
RECORDED ✓
COMPARED _____

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

David L. Juncmann, 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 North 30.74 acres of the following described tract of land: The West Half of the Northeast Quarter (W1/2NE1/4) of Section Eight (8) except the West Nine (9) rods thereof and also excepting a tract commencing at the Southeast corner thereof and running thence North 2640 feet to the Northeast corner thereof, thence West Twenty (20) feet to the center of the highway as now established and used, thence in a Southwesterly direction to a point Seventy (70) feet West of the place of beginning, thence East Seventy (70) rods and Eighteen (18) links West of the Southeast corner of said 80 acre tract, thence north sixteen (16) rods, thence West Ten (10) rods, thence South Sixteen (16) rods, thence East to the place of beginning, all in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, IA.

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.

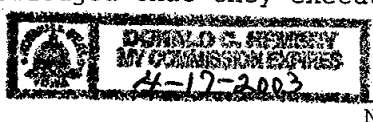
Executed this 8 day of May, 192000

Charles Fred Feuring
CHARLES F. FEURING
a/k/a Charles Fred Feuring

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Madison) ss:

On this 8 day of May, 192000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Charles Fred Feuring, single a/k/a Charles F. Feuring 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. Henby
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE