

FILED NO. 007443
BOOK 144 PAGE 548
2000 DEC -6 AM 11:33

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

COMPUTER ✓
RECORDED ✓
COMPARED _____

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:

A parcel of land in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section Eighteen in Township Seventy-Four (74) North Range Twenty-Seven (27) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northeast Corner of said Northwest Quarter of the Southeast Quarter, thence along the East line of said Northwest Quarter of the Southeast Quarter South 00°00'00" West, a distance of 1074.53 feet, thence departing said East line along a line fence North 88°40'03" West, a distance of 344.00 feet, thence along a line fence North 00°17'06" East, a distance of 1070.77 feet, thence along a partition fence South 89°17'03" East, a distance of 338.61 feet to the point of beginning, said parcel contains 8.403 acres, more or less, including 0.814 acres presently established county road Right-of-way easement, said parcel subject to all easements of record.

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), transfers) 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 3 day of August 2000.

X Abbie Kanealy
Abbie Kanealy
a/k/a Abigail L. Kanealy

X Francis Tenborg III
Francis Tenborg
a/k/a Francis X. Tenborg III
GRANTOR(S)

STATE OF IOWA)
)Ss:

COUNTY OF MADISON)
On this 3 day of August, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Abbie Kanealy, single and Francis Tenborg, single.
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.

Jane M Juelsgaard
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

