

FILED NO. 000644

BOOK 2001 PAGE 644

2001 FEB 23 PM 2: 59

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

SEARCHED _____
INDEXED _____
SERIALIZED _____

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)

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

RE: That part of the SW¹/₄ of the SE¹/₄ of Section Fourteen (14), Township 74 North, Range 29 West of the 5th P.M., all in Madison County, Iowa, described as follows: Beginning at the Southwest corner of the SE¹/₄ of said Section 14; thence on an assumed bearing of N 01°01'15" East along the West line of the SW¹/₄ of the SE¹/₄ of said Section 14 a distance of 697.51 feet; thence S 86° 44' 25" East 390.22 feet; thence N 88°28'15" East 88.04 feet; thence N 69°03'50" East 114.35 feet; thence S 79°42'52" East 138.33 feet; thence S 06°42'27" West 232.19 feet; thence S 25° 20'02" West 48.28 feet; thence S 89°40'53" West 224.74 feet; thence S 01°53'17" West 418.46 feet to the South line of the SE¹/₄ of said Section 14; thence N 90°00'00" West along said South line 446.62 feet to the Southwest corner of the SE¹/₄ of said Section 14 and the point of beginning. Said tract contains 8.73 acres and is subject to Madison County Highway Easement over the Southerly 0.34 acres thereof.

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 6 day of November, 2000.

David W. Stout
DAVID W. STOUT

Patricia A. Stout
PATRICIA A. STOUT

GRANTOR(S)

STATE OF Florida }
~~IOWA~~ } ss:
COUNTY OF Volusia }

On this 6 day of November, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: David W. Stout and Patricia A. Stout, husband and wife, 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.

Jennifer K. Pickett
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

