

Lincoln 26 Feb

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
COMPARED _____

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: The North Fractional Half of the Northeast Quarter (N.Fr. 1/2 NE 1/4) and the Northeast Fractional Quarter of the Northwest Quarter (NE Fr. 1/4 NW 1/4) and the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section Six (6) in Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, subject to Easements and Public Highway conveyances of record, and excepting therefrom the following:

A parcel of land in the North Half (N 1/2) of the Northeast Fractional Quarter (NE Fr. 1/4) of Section Six (6), Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northeast Corner of Section 6, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence along the North line of said Section 6, South 90°00'00" West 1,102.94 feet; thence South 00°00'00", 70.00 feet to the point of beginning. Thence continuing South 00°00'00", 362.37 feet; thence South 90°00'00" West, 360.87 feet, thence North 00°00'00" 358.28 feet; thence North 85°23'12" East 50.82 feet along the South Right of Way line of Highway No. 92; thence North 90°00'00" East 310.21 feet to the point of beginning. Said parcel of land contains 3.000 Acres.

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 14 day of December, 2000.

Marian P. Carter
MARIAN P. CARTER

Warren R. Carter
WARREN R. CARTER

GRANTOR(S)

STATE OF IOWA }
COUNTY OF Lethree } ss:

On this 14th day of December, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared Marian P. Carter and Warren R. Carter, wife and husband, 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.

Elnora M. Wilson
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

