

Monroe 21

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REC \$ 10<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1<sup>00</sup>

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RECORDED   
CONTAINED \_\_\_\_\_

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: 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 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 28 day of NOV, 2000.

Lloyd K. Sparks  
LLOYD K. SPARKS

Judith A. Sparks  
JUDITH A. SPARKS

GRANTOR(S)

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STATE OF IOWA )  
COUNTY OF Polk ) ss:

On this 28 day of November, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Lloyd K. Sparks and Judith A. Sparks, 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.

Tammy Olson  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

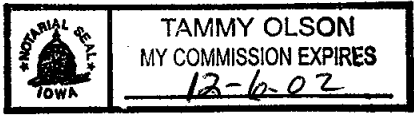


Exhibit "A"

A parcel of land located in the South Three fourths ( $\frac{3}{4}$ ) of the East Half ( $\frac{1}{2}$ ) of Section Eleven (11), the North Half ( $\frac{1}{2}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Twelve (12), and in the Northeast Quarter ( $\frac{1}{4}$ ) of Section Fourteen (14), all in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northeast Corner of Section Fourteen (14), in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, thence along the East line of said Section Fourteen (14), South  $00^{\circ}14'00''$  West 934.14 feet, thence North  $88^{\circ}37'31''$  West 364.79 feet, thence South  $00^{\circ}18'22''$  East 420.58 feet to the centerline tangent of county road #G-61, thence, along said centerline tangent, North  $79^{\circ}49'12''$  West 176.35 feet, thence North  $62^{\circ}37'22''$  West 1819.70 feet, thence continuing along said centerline, North  $65^{\circ}58'43''$  West 501.10 feet to the West line of the Northeast Quarter ( $\frac{1}{4}$ ) of said Section Fourteen (14), thence North  $00^{\circ}38'07''$  East 113.80 feet along said west line, thence South  $78^{\circ}25'17''$  East 139.70 feet, thence South  $62^{\circ}37'53''$  East 369.89 feet to the Easterly R.O.W. line of U.S. Highway #169, thence, along said Right-Of-Way line, North  $02^{\circ}04'01''$  West 2295.60 feet, thence North  $07^{\circ}50'40''$  West 253.35 feet, thence North  $02^{\circ}03'11''$  West 599.96 feet, thence North  $08^{\circ}48'38''$  West 252.35 feet, thence North  $02^{\circ}07'03''$  West 914.50 feet to the North line of the South Half ( $\frac{1}{2}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of Section Eleven (11), in Township Seventy-four (74) North, Range Twenty-eight (28) West, thence departing said Right-Of-Way line South  $89^{\circ}46'17''$  East 3699.40 feet to the Northeast Corner of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Twelve (12), in Township Seventy-four (74) North, Range Twenty-eight (28) West, thence South  $00^{\circ}20'09''$  West 653.44 feet, thence North  $89^{\circ}36'21''$  West 1318.16 feet to the East line of said Section Eleven (11), thence, along said East line, South  $00^{\circ}20'09''$  West 3290.54 feet to the Point of Beginning.