

Douglas 19 Jackson 24 Feb.

000669
FILED NO. _____
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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 10.00
AUD \$ _____
R.M.F. \$ 1.00

COPIES _____
RECORDED _____
COMPL. _____

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 Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) except a tract conveyed for road purposes 17 $\frac{1}{2}$ wide and 2 rods long running in a diagonal direction across the Southwest corner thereof, and the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) except the West 2 rods in width thereof, of Section Twenty-one (21) in Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa.

AND 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 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 22 day of November, 2000.

CRAWFORD AND CRAWFORD, INC. BY:

Crawford & Crawford Inc.

Randy Crawford, Pres.
Randy Crawford, President

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Madison) ss:

On this 22nd day of November, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Randy Crawford, President of Crawford & Crawford, Inc. , to me personally known, who being by me sworn, did say that he is the President of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Randy Crawford as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and him voluntarily executed.

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



Exhibit "A"

The West Half of Section Thirty-five (35), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., EXCEPT a parcel of land described as the South 676.4 feet of the West 322.0 feet of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Thirty-five (35), Township Seventy-six (76) North, Range Twenty-nine (29) West and EXCEPT a parcel of land described as commencing at the Southwest corner of Section Thirty-five (35), Township Seventy-six (76) North, Range Twenty-nine (29) West; thence North 90°00' East 936.1 feet along the South line of said Section Thirty-five (35); thence North 00°00' 70.0 feet to point of beginning; thence North 90°00' West 549.7 feet; thence North 77°20' West 91.2 feet; thence North 90°00' West 240 feet; thence North 00°20' West 307.4 feet; thence North 15°27' West 14.4 feet; thence South 85°23' East 451.0 feet; thence North 89°29' East 119.4 feet; thence South 00°20' West 145.8 feet; thence North 90°00' East 56.0 feet; thence South 2°43' East 7.0 feet; thence North 89°05' East 260.3 feet; thence South 00°08' West 157.4 feet to point of beginning.

The North One-half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Thirty-two (32), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except for a parcel of land legally described as: Beginning at the Northeast corner of Section Thirty-two (32), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence, along the East line of said Section Thirty-two (32), South 00°23'36" East 417.30 feet; thence South 90°00'00" West 313.16 feet; thence North 00°23'36" West 417.30 feet to the North line of said Section Thirty-two (32); thence, along said North line, North 90°00'00" East 313.16 feet to the Point of Beginning.