

Lincoln 20  
Douglas 24

REC \$ 10.00  
AUD \$ 1.00  
R.M.F. \$ 1.00  
COLLECTOR   
ASSISTANT   
CLERK

FILED NO. 000670  
BOOK 2001 PAGE 670  
2001 FEB 23 PM 3:01

David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #515-743-6195  
(FHA Approved)

NICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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 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.

John C. Spera  
JOHN C. SPERA  
a/k/a John Charles Spera

Carol L. Spera  
CAROL L. SPERA  
a/k/a Carol Lynn Spera

GRANTOR(S)

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STATE OF IOWA  
COUNTY OF Madison ) ss:

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

John C. Spera, a/k/a John Charles Spera, and Carol L. Spera, a/k/a Carol Lynn Spera, 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.

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

sirwa.sirwa.eas



Exhibit "A"

The North Half ( $\frac{1}{2}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Four (4); and the North Half ( $\frac{1}{2}$ ) of the East One-fourth ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ), and the West Seventy (70) acres of the South Half ( $\frac{1}{2}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) and the Northwest Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section Five (5), except a parcel of land described as commencing at the Northeast corner of Section Five (5), thence West 1279 feet, thence South  $00^{\circ}49.6'$  West 1719.60 feet along the centerline of a county road to the point of beginning, thence South  $89^{\circ}43.4'$  West 202.83 feet, thence South  $2^{\circ}19.6'$  West 944.62 feet, thence North  $89^{\circ}24.6'$  East 227.62 feet to said county road centerline; thence North  $00^{\circ}49.6'$  East 940.62 feet to point of beginning, containing 4.6547 acres, including 0.8243 acres of county road right of way, all in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

The South 80 acres of the North 160 acres of the Fractional West Half (FrW $\frac{1}{2}$ ) of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, except the North 642 feet of the West 297 feet thereof, and except that part heretofore conveyed for highway purposes.

The West Half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 32, in Township 76 North, Range 28, West of the 5<sup>th</sup> P.M., Madison County, Iowa, subject to easements and restrictions of record, if any, and legally established highways and the Zoning Regulations of said County.

The South Half of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 21, Township 76 North, Range 28, West of the 5<sup>th</sup> P.M., Madison County, Iowa, EXCEPTING therefrom the following tract: Commencing at the Southwest corner of the Southeast Quarter of Section 21-76-28, running East along said section line 2,020 feet, North 404 feet, West 2,020 feet to the West line of the Southeast Quarter of said Section 21, and South 404 feet to the point of beginning.

The South 115.2 acres of the Southwest Fractional Quarter ( $\frac{1}{4}$ ) of Section Thirty-one (31) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., except the South 32 rods of the West 47.3 rods thereof, and except that part heretofore conveyed for highway purposes.