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

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

LIMITED EASEMENT

RE: The West Half (1/2) of the Southeast Quarter (1/4) of Section Twenty-two (22), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; EXCEPT a tract described as beginning at a point 282 feet West of the Southeast Corner of said West Half (1/2) of said Southeast Quarter (1/4), thence North 432 feet, thence West 500 feet, thence Southwesterly to a point 648 feet West and 32 feet North of point of beginning, thence South to the Southline of said West Half (1/2) of said Southeast Quarter (1/4), thence East to the point of beginning; AND a tract located in the Northeast Quarter (1/4) of said Section Twenty-two (22) described as: Beginning at the Southwest corner of said Northeast Quarter (1/4), thence East along the South line of said Northeast Quarter (1/4) to the center of Clanton Creek, thence Northwesterly along the center of Clanton Creek to the South right of way line of the Chicago, Great Western Railway, thence Southwesterly along the said railway right of way line to the east line of*

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), transfers) 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 29 day of Nov 2000.

X Bryan McDowell X _____
BRYAN McDOWELL
a/k/a Bryan W. McDowell

GRANTOR(S)

STATE OF IOWA)

)Ss:



COUNTY OF MADISON)

On this 29 day of Nov, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Bryan McDowell, aka Bryan W. McDowell, single 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.

Larry C Antisdel

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

*the public highway, thence Southwesterly along the said public highway right of way line to the point of beginning.