

GR32 Feb

FILED NO. **003030**  
BOOK **2001** PAGE **3030**  
**01 JUL 12 AM 8:36**

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

CONTAINED  
 CONTAINED  
 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 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 29 day of Sept, 2000.

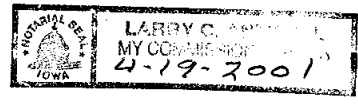
Curtis G. Downing  
CURTIS G. DOWNING

Michelle Downing  
MICHELLE DOWNING

GRANTOR(S)

\*\*\*\*\*

STATE OF IOWA }  
COUNTY OF Madison } ss:



On this 29 day of Sept, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Curtis G. Downing and Michelle Downing, 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.

Larry C Antisdel  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

The Southeast Quarter (1/4) of Section Twenty-three (23) in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

AND

The East Half (1/2) of the Southwest Quarter (1/4) of Section Twenty-four (24), in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

AND

The West Half (1/2) of the Southwest Quarter (1/4) of Section Twenty-four (24), in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

The West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section Twenty-four (24), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT the following portion thereof:

A parcel of land located in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section Twenty-four (24), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the South Quarter corner of Section Twenty-four (24), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; thence North 1°00'13" West along the West line of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of said Section Twenty-four (24), 378.64 feet; thence North 89°35'08" East along an existing fenceline, 461.00 feet; thence South 1°00'13" East, 381.97 feet to a point on the South line of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of said Section Twenty-four (24); thence South 90°00'00" West along the South line of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of said Section Twenty-four (24), 461.05 feet to the point of beginning. (Said parcel contains 4.025 acres, including 0.349 acres of County Road right-of-way.)