

Douglas 38 J  
Lincoln 69

FILED NO. 003032

BOOK 2001 PAGE 3032

01 JUL 12 AM 8:36

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

COMPUTER   
RECORDED   
COMPAID

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 23<sup>rd</sup> day of April, 2000.

Conrad L. Cleghorn  
Conrad L. Cleghorn

4/23/01

Jo Ann Cleghorn  
Jo Ann Cleghorn

4/23/01

GRANTOR(S)

\*\*\*\*\*  
STATE OF IOWA )

COUNTY OF Madison ) ss:

On this 23<sup>rd</sup> day of April, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Conrad L. & Jo Ann Cleghorn 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.



Teresa K. Golightly  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

Exhibit "A"

A tract of land described as follows, to-wit: Commencing at the Southeast Corner of the West Half ( $\frac{1}{2}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of Section Fifteen (15), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence North 48 rods thence Southwesterly to a point on the West line of said Southeast Quarter ( $\frac{1}{4}$ ) Southwest Quarter ( $\frac{1}{4}$ ) 36 rods North of the Southwest corner, thereof, thence South  $71^{\circ}$  West 9 rods 5 links thence South 11 rods 23 links thence South  $55\frac{1}{2}^{\circ}$  West, 5.40 chains thence South 9 rods thence East 67 rods to the point of beginning, except the South 330 feet thereof, and all that part of the East Half ( $\frac{1}{2}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) Southwest Quarter ( $\frac{1}{4}$ ) of Section Fifteen (15), in Township Seventy-six (76) North, Range Twenty-eight (28) which lies South and West of the public highway which was established on 10-22-37 containing 3 acres more or less, except the South 330 feet thereof,

Exhibit "A"

A tract of land commencing at the Northeast corner of the Southeast Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Twelve (12) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa, thence West 6 feet along the North line of said Southeast Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ), thence South  $00^{\circ}41'$  East 170.25 feet to the point of beginning; thence continuing South  $00^{\circ}41'$  East 46.85 feet thence South  $67^{\circ}40'$  West 136 feet, thence South  $02^{\circ}40'$  West 161 feet, thence North  $89^{\circ}27'$  East 310 feet, thence North  $03^{\circ}46'$  East 212 feet, thence North  $76^{\circ}48'$  West 196.38 feet to the point of beginning. Said parcel contains 1.54 Acres. Note: The East line of the Northeast Quarter of the Northwest Quarter of Section 12, Township 75 North, of Range 28 is assumed to bear due north and south. EXCEPTING THEREFROM: A parcel of land described as commencing at the Northeast Corner of the Southeast Quarter of the Northwest Quarter of Section 12, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence South  $00^{\circ}52'12''$  West 170.49 feet to the point of beginning. Thence continuing South  $00^{\circ}52'12''$  West 46.85 feet; thence South  $68^{\circ}07'33''$  West 136.00 feet; thence South  $02^{\circ}32'57''$  West 161.00 feet; thence North  $89^{\circ}48'03''$  East 175.54 feet; thence North  $00^{\circ}33'24''$  East 247.07 feet; thence North  $76^{\circ}18'54''$  West 45.14 feet to the point of beginning. Said parcel contains 0.80 Acres.

Shed

Lincoln Township