

Webster 50

FILED NO. **003027**

BOOK **2001** PAGE **3027**

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REC \$ 10⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

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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: Parcel "A" located in the Southeast^{Quarter} of the Northeast Quarter, and the Northeast Quarter of the Southeast Quarter of Section 14, Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the East Quarter Corner of Section 14, Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa; thence South 89°24'10" West along the North line of the Northeast Quarter of the Southeast Quarter of said Section 14, 325.84 feet to the Northwest Corner of the East Quarter of the Northeast Quarter of the Southeast Quarter of Section 14; thence South 0°00'00" West along the West line of the East Quarter of the Northeast Quarter of the Southeast Quarter of said Section 14, 210.37 feet to the existing centerline of Middle River; thence South 61°37'46" West along the existing centerline of Middle River, 370.30 feet to a point on the West line of the East Half of the Northeast Quarter of the Southeast Quarter of said Section 14; thence North 0°00'00" East along the west line of the East Half of the Northeast Quarter of the Southeast Quarter of said Section 14; 44.68 feet; thence South 89°24'10" West, 258.50 feet; thence North 0°00'00" East, 338.25 feet to a point on the North line of the Northeast Quarter of the Southeast Quarter of Section 14; thence North 89°24'10" East along the North line of the Northeast Quarter of the Southeast Quarter of said Section 14, 242.17 feet along the centerline of an existing unpaved county road; thence continuing along said road centerline along a 389.22 foot radius curve concave northwesterly with a chord of North 72°16'04" East, 229.35 feet; thence North 55°07'58" East along said road centerline, 278.46 feet; thence continuing along said road centerline along a 252.35 foot radius curve concave southeasterly with a chord of North 68°30'26" East, 116.75 feet; thence North 81°52'54" East along said road centerline, 113.58 feet to a point on the East line of the Southeast Quarter of the Northeast Quarter of said Section 14; thence South 0°00'11" West along the East line of the Southeast Quarter of the Northeast Quarter of said Section 14, 280.89 feet to the point of beginning. Said parcel contains 6.430 acres, including 0.932 acres of county road right-of-way.

AND See next page.*

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 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 17th day of April, 2000.

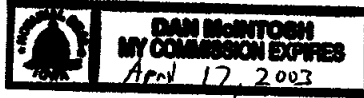
WYMAN WILSON

GRANTOR(S)

STATE OF IOWA

COUNTY OF Madison }

ss:



On this 17 day of April, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Wyman Wilson 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.

Dan McIntosh

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

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*AND, The West Three-fourths (3/4) of the North Half (1/2) of the Southeast Quarter (1/4) except the East 15 3/4 rods of the North 20 1/2 rods thereof, and the Northeast Quarter (1/4) of the Southwest Quarter (1/4) and the East Three-fourths (3/4) of the Northwest Quarter (1/4) of the Southwest Quarter (1/4), of Section Fourteen (14) in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.