

Douglas 47

FILED NO. 002580

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2002 MAY 31 AM 11:16

NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
COMPARED

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: A parcel of land described as commencing at the Northeast Corner of the Southwest Quarter (SW¼) of Section Twenty-four (24,) Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence N. 90°00' W. 255.7 feet to Point of Beginning; thence S. 00°00' 40.0 feet; thence S. 37°30' E. 3209.6 feet; thence N. 89°56' W. 378.5 feet; thence N. 37°30' W. 1837.0 feet; thence S. 89°52' W. 867.6 feet; to Centerline of County Road; thence N. 0°05' W. 1130.5 feet to the North line of said SW¼; thence N. 90°00'E. 412.2 feet to Point of Beginning. Said parcel contains 33.7668 Acres including 1.2046 Acres of County Road Right of Way. The North line of the SW¼ of Section 24-Y76N-R28W is assumed to bear due East and West.

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 26th day of March, 2002

CITY OF WINTERSSET BY:

Christopher P. Brittain Chairman
CHRISTOPHER P. BRITTAIN

Wyman Wilson Sec.
WYMAN WILSON

GRANTOR(S)

STATE OF Iowa)
COUNTY OF Madison) ss:

Public in and for the aforesaid County and State, personally appeared:

Christopher P. Brittain Wyman Wilson, Sec.

and acknowledged that they are the duly elected and acting chairman and secretary of the City of Winterset, that they have been duly authorized to execute and deliver this easement as the voluntary act and deed of said municipality.

Bret A. Smith
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

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