

Douglas 50

FILED NO. 002581

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REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
COMPARED

NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #641-743-6195
(FHA Approved)

L I M I T E D E A S E M E N T

RE: A parcel of land in the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Thirty-two (32), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as: Commencing at the Northwest corner of Section Thirty-two (32), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence along the North line of said section on an assumed bearing of North 90°00'00" East, 1516.18 feet to the Point of Beginning, thence South 00°04'12" West 353.20 feet, thence South 89°57'19" East 200.17 feet, thence North 00°04'12" East 353.36 feet to the North line of said section, thence North 90°00'00" West 200.17 feet to the Point of Beginning.

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 June, 2001.

Robert Marquardt
ROBERT D. MARQUARDT

Malissa K. Marquardt
MALISSA K. MARQUARDT

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Madison) ss:

On this 29 day of June, 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Robert D. Marquardt and Malissa K. Marquardt, 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.

Karen K. Emerson
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

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