

Douglas 63

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 5⁰⁰
AUD \$
R.M.F. \$

COMPUTER ✓
RECORDED ✓
COMPARED ✓

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

LIMITED EASEMENT

RE: The East Half (1/2) of the Southeast Quarter (¼) of Section Twenty-six (26) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except that portion conveyed to the Chicago, Rock Island and Pacific Railroad Company, for railroad right-of-way, and Except Beginning at the Southeast corner of Section Twenty-six (26), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M.; thence West 1313.15 feet to the Southwest corner of the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Twenty-six (26) and the Point of Beginning; thence North 0°02' West 404.45 feet; thence East 598.10 feet; thence South 0°25' West 404.45 feet to a point 594.92 feet East of the Point of Beginning; thence West to the Point of Beginning, and containing 5.54 acres more or less, including the present highway, and Except a parcel of land located in the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Twenty-six (26), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Southeast corner of said Section Twenty-six (26); thence S 90° 00' W. 718.2 feet along the South line of said Southeast Quarter (¼) of the Southeast Quarter (¼); thence N 0°25' E, 102.7 feet; thence N 72°47 1/2' E, 260.8 feet; thence N 61°53' E 347.9 feet to a point on the present westerly right of way line of the C.R. I. & P. Railroad; thence S 30°52' E, 3 14.8 feet along said present westerly right of way line to a point on the East line of said Southeast Quarter (¼) of the Southeast Quarter (¼); thence S 0° 00' E, 73.6 feet along said East line to the Point of Beginning, containing 3.4 acres, more or less, of which 0.7 acres, more or less, is within existing road easement.

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), transfers) 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 8 day of Dec 2001

Mary Ann Green
(Mary Ann Green)

GRANTOR(S)

STATE OF IOWA)

)Ss:

COUNTY OF Madison)

On this 8th day of December, 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared MARY ANN GREEN, A SINGLE PERSON, 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.

she

her

Daniel G. Shepherd

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

