

Douglas 21

FILED NO. 002574

BOOK 2002 PAGE 2574

2002 MAY 31 AM 11:15

REC \$ 5⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

COMPUTER ✓
RECORDED ✓
COMPARED ✓

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:

A parcel of land located in the Northeast Quarter of the Southwest Quarter of Section 21, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows: Beginning at the Northwest Corner of the NE ¼ of the SW ¼ of Section 21, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence, along the North line of said NE ¼ of the SW ¼, North 89°58'00" East 987.99 feet; thence South 01°08'26" East 291.35 feet; thence South 89° 58'00" West 475.73 feet; thence South 49°26'55" West 671.50 feet to the West line of said NE ¼ of the SW ¼; thence, along said West line of said NE ¼ of the SW ¼; thence along said West line, North 00°37'00" West 727.59 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 1st day of Oct, 2001.

* Rick Boll
Rick Boll aka Ricky A. Boll

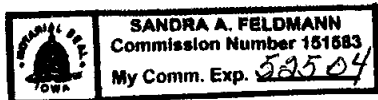
* Mary Beth Boll
Mary Beth Boll aka Mary B. Boll

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Linn) ss:

On this 1st day of Oct, 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Ricky A. Boll and Mary B. Boll aka

Rick Boll and Mary Beth Boll, 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.



* Sandra A. Feldmann
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE
Sandra A. Feldmann