

Douglas 35a

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BOOK 2002 PAGE 2577

2002 MAY 31 AM 11:15

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

REC \$ 5<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1<sup>00</sup>

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**


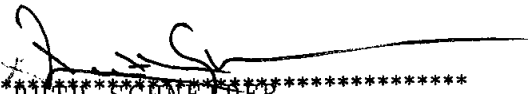
RE: Parcel "A", located in the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Twenty-three (23) and the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Twenty-four (24), all in Township Seventy-six (76) North, Range Twenty-eight West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows: Beginning at the East Quarter Corner of Section 23, Township 76 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence South 89\*29\*01" West along the South line of the Southeast Quarter of the Northeast Quarter of said section 23 89.84 feet; thence North 0\*10\*01" West along an existing fenceline, 450.81 feet; thence North 90\*00\*00" East, 300.00'; thence South 0\*10\*01" East, 379.75 feet; thence South 33\*20\*34" West, 84.09 feet to a point on the South line of the Southwest Quarter of the Northwest Quarter of Section 24, Township 76 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence South 90\*00\*00" West along the South line of the Southwest Quarter of the Northwest Quarter of said Section 24, 163.73 feet to the point of beginning. Said parcel contains 3.063 acres, including 0.243 acres of county road right-of-way.

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.

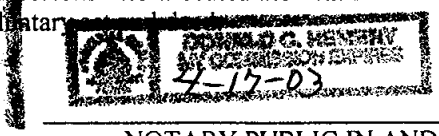
It is agreed that, during the period of initial construction, no crop damage will be paid by the Association. After completion of the project, if repair work on water line is needed, crop damages will be paid. The Association, its successors and assigns, hereby promise to maintain such water pipeline 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 20 day of April 2001.

 GRANTOR(S)   
 \*\*\*\*\* RICHARD SCHNEIDER \*\*\*\*\* RUTH SCHNEIDER \*\*\*\*\*  
 STATE OF IOWA ) aka Richard Schneider, Jr. aka Ruth Helen Schneider  
 )Ss:

COUNTY OF Madison )

On this 20 day of April, 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Richard Schneider & Ruth Schneider, husband & wife, aka Richard Schneider, Jr. & Ruth Helen Schneider 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.



  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE