

Douglas 88

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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 (1/4) of the Northeast Quarter (1/4) of Section Thirty-two (32), 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 Northeast corner of Section Thirty-two (32), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence, along the East line of said Section Thirty-two (32), South 00°23'36" East 417.30 feet; thence South 90°00'00" West 313.16 feet; thence North 00°23'36" West 417.30 feet to the North line of said Section Thirty-two (32); thence, along said North line, North 90°00'00" East 313.16 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 21<sup>st</sup> day of June 2000.

May Jean Clark  
MAY JEAN CLARK

Albert S. Clark  
ALBERT S. CLARK

GRANTOR(S)

STATE OF IOWA )  
COUNTY OF Madison ) ss:

On this 21<sup>st</sup> day of June 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: May Jean Clark, husband and wife and Albert S. and 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.

Charles A. Clark  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

**Charles A. Clark**  
**Notary Public, State of Iowa**  
**My Commission Expires April 16, 2003**