

Webster db

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FILED NO. _____

BOOK 2002 PAGE 2588

2002 MAY 31 AM 11:16

NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
COMPARED

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

LIMITED EASEMENT

RE: A parcel of land described as beginning at the West Quarter Corner of Section Eleven (11), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, thence North 0°00' 460.0 feet; thence North 90°00' East 428.0 feet; thence South 0°00' 460.0 feet, thence North 90°00' West 428.0 feet to point of beginning, containing 4.520 acres including 0.697 acres of county road right-of-way. Note: The West line of the NW¼ of Section 11, Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa, is assumed to bear due North and South.

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 26 day of April 20 01.

x Jason Scoles
Jason Scoles
a/k/a Jason O. Scoles

x Heidi Scoles
Heidi Scoles
f/k/a Heidi Sue Henry

GRANTOR(S)

STATE OF IOWA)
)Ss:
COUNTY OF Madison)

On this 26 day of April, 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Jason Scoles and Heidi Scoles, Husband and wife, aka Jason O. Scoles & Heidi Sue Henry and acknowledged that they executed the same as their voluntary act and deed.

Rhonda L. Beggs

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

