

Webster 76

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FILED NO. _____

BOOK 2002 PAGE 2593

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REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

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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)

LIMITED EASEMENT

RE:

Parcel "C", which consists of the previously surveyed Parcel "B" and the North Half (1/2) of the previously surveyed Parcel "A", located in the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-five (25), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 30.275 acres, as shown in plat of Survey filed in Book 3, Page 549 on March 1, 2000, in the office of the Recorder of Madison County, Iowa AND Parcel "D", which is the South Half (1/2) of the Previously surveyed parcel "A", located in the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-five (25), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 10.090 acres, as shown in Plat of Survey filed in Book 3, Page 550 on March 1, 2000, in the office of the Recorder of Madison County, Iowa.

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 2ND day of June 2000.

x Jerry E. Rutledge
JERRY E. RUTLEDGE

x Randi E. Rutledge
RANDI E. RUTLEDGE

GRANTOR(S)

STATE OF IOWA)
)Ss:
COUNTY OF)
On this 2ND day of June, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: JERRY E. RUTLEDGE & RANDI E. RUTLEDGE, 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.

Sherry M. Kuehler
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE
162316