

Walnut 53

FILED NO. **002620**

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R.M.F. \$ 1⁰⁰

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

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

L I M I T E D E A S E M E N T

RE: Commencing at the Northwest corner of the Northwest Quarter (NW¹/₄) of the Southwest Quarter (SW¹/₄) of Section Seven (7), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, running thence South 716.5 feet, thence East 165 feet, thence North 205 feet, thence East 198 feet, thence North 511.5 feet, thence West 363 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 5th day of March, 2002.

Roxanne L. Davis
ROXANNE L. DAVIS

GRANTOR(S)

STATE OF IOWA }
COUNTY OF MADISON } ss:

On this 5th day of MARCH, 2002, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Roxanne L. Davis, ASINGLE PERSON
to me known to be the same and identical persons who executed the within and foregoing instrument, and acknowledged that ~~they~~ ^{SHE} executed the same as ~~their~~ ^{her} voluntary act and deed.

Daniel G. Shepherd
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

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