Document 2008 3210

Book 2008 Page 3210 Type 06 001 Pages 1 Date 10/31/2008 Time 11:15 AM

Rec Amt \$7.00

INDX L ANNO SCAN

LISA SMITH, COUNTY RECORDER MADISON 10WA

CHEK

Prepared by & Return to: Jungmann & Hughbanks, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #641-743-6195 (FHA Approved)

LIMITED EASEMENT

RE: That part of Blocks Five (5), Six (6), Seven (7), Ten (10), and vacated streets and alleys of the Town of Webster, lowa, located in the Northwest Quarter of the Northeast Quarter (NW 1/2 NE 1/2) of Section Six (6), Township Seventyfive (75) North, Range Twenty-nine (29) West of the 5th P. M., Madison County, lowa, described as follows: Beginning at the Northwest Corner of Block Seven (7) of said Town of Webster; thence on an assumed bearing of South 00°04'10" East along the West line of said Block Seven (7), Vacated Washington Street, and the West line of said Block Ten (10) a distance of 489.75 feet; thence North 87°03'22" East 170.17 feet; thence North 01°04'13" West 163.81 feet; thence North 89° 58'37" East 618.48 feet; thence North 01°00'36" East 45.95 feet; thence North 87° 47'07" East 133.53 feet; thence North 00° 54'25" East 298.92 feet to the centerline of vacated Clay street; thence North 90° 00'00" West along said centerline a distance of 594.64 feet to the East line of Webster Street; thence South 00° 04'10" East along said East line 33.00 feet to the South line of Clay Street; thence North 90°00'00" West along said South line 330.22 feet to the Northwest corner of said Block Seven (7) and the Point of Beginning. Said tract contains 7.66 acres. The Undersigned, as Owner (s) of record of the real estate described above, for One Dollar, paid by SIRWA, 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 Archeological studies-where required, initial construction and thereafter to use operate, tap & install service lines, inspect, repair, maintain, replace, remove and improve water pipelines 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, 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 August, 2008.

John R. Munson aka John Munson)

GRANTORS

GRANTORS

On this day of August, 2008, before me, the undersigned, a Notary Public in and for the aforesaid County and—State, personally appeared John R. Munson aka John Munson & Sheryl S. Munson, Husband & 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.

Stamp or

Seal:

JANA S. CORKREAN
Commission Number 740088
My Commission Expires

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

Rev: 05/08