

REC \$ 5⁰⁰ COMPUTER
AUD \$ RECORDED
R.M.F. \$ 1⁰⁰ COMPARED

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 tract of land described as follows, to-wit: Commencing at the Southeast Corner of the West Half of the Southeast Quarter of the Southwest Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Fifteen (15), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, running thence West 67 Rods, thence North 9 Rods, thence North 55 $\frac{1}{2}$ ° East, 5.40 chains, thence North to a point 330 Feet North of the South line of the said Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), thence East to the East line of the West Half (W $\frac{1}{2}$) of said Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), thence East to the West right-of-way line of the public road as it now exists, thence Southeasterly along the West*

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 24th day of APRIL, 2000.

David G. Casson
DAVID G. CASSON

Patricia M. Casson
PATRICIA M. CASSON

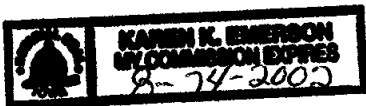
GRANTOR(S)

STATE OF IOWA)
COUNTY OF MADISON) ss:

On this 24th day of April, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: David G. Casson and Patricia M. Casson, 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.

Karen K. Emerson
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

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*right-of-way line of said public road to the South line of said Southwest Quarter (SW $\frac{1}{4}$), thence West to the point of beginning, containing 10 acres, more or less.