

REC \$ 5.00
AUD \$ _____
R.M.F. \$ 1.00

COMPUTER
RECORDED
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)

LIMITED EASEMENT

RE: That part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-seven (27), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the southeast corner of said Section Twenty-seven (27); thence on an assumed bearing of North 00°00'00" East along the east line of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Twenty-seven (27) a distance of 1075.52 feet to the point of beginning; thence North 90°00'00" West 281.99 feet; thence North 00°00'00" East 478.87 feet; thence North 90°00'00" East 281.99 feet to the east line of said Southeast Quarter (SE $\frac{1}{4}$); thence South 00°00'00" East along said east line 478.87 feet to the point of beginning. Said tract contains 3.10 acres and is subject to a Madison County Highway Easement over the easterly 0.36 acres thereof.

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 19 day of June 2000.

X Thomas P. Beeler
THOMAS P. BEELER

X Juanita M. Beeler
JUANITA M. BEELER
a/k/a Juanita Beeler

GRANTOR(S)

STATE OF IOWA)
)Ss:
COUNTY OF Madison)

On this 19 day of June, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Thomas P. Beeler and Juanita M. Beeler, 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.

[Signature]
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

