

006260  
FILED NO.

REC \$ 5<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1<sup>00</sup>

COMPUTER   
RECORDED   
COMPARED \_\_\_\_\_

BOOK 144 PAGE 36  
2000 OCT -5 PM 1:05

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 parcel of land located in the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Thirty-three (33), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northwest Corner of Section Thirty-three (33), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence along the North line of said Section Thirty-three (33), North 90°00'00" East 638.22 feet to the Point of Beginning, thence continuing along said North line, North 90°00'00" East 620.62 feet, thence South 00°00'00" 350.94 feet, thence South 90°00'00" West 620.62 feet, thence North 00°00'00" 350.94 feet to the Point of Beginning said parcel of land contains 5.000 acres, including 0.697 acres

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 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 15 day of May, 2000.

Kenneth Wayne Ball  
KENNETH W. BALL  
a/k/a Kenneth Wayne Ball

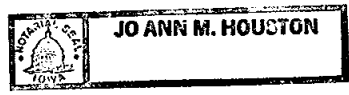
Michele Ann Ball  
MICHELE A. BALL  
a/k/a Michele Ann Ball

GRANTOR (S)

STATE OF IOWA )  
COUNTY OF Madison ) ss:

On this 15<sup>th</sup> day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Kenneth Wayne Ball and Michele Ann Ball, husband and wife a/k/a Kenneth W. Ball 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.

Jo Ann M. Houston  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE



County road right of way.