

FILED NO. 006262  
BOOK 144 PAGE 38  
2000 OCT -5 PM 1:05

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

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: Commencing at the North Quarter Corner of Section Thirty-five (35), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence South 90°00'00" West 182.15 feet along the north line of the NW¼ of said Section 35 to the point of beginning; thence South 01°07'20" West 288.94 feet; thence South 89°47'47" West 416.7 feet; thence North 00°42'03" East 290.39 feet to the North line of the NW¼ of said Section 35; thence North 90°00'00" East 418.85 feet to the point of beginning. Said tract of land contains 2.778 Acres including 0.385 acres of county road right of way.

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 23 day of May 2000.

X James W. Moore  
JAMES W. MOORE

X Myrna M. Moore  
MYRNA MOORE  
a/k/a Myrna M. Moore

GRANTOR(S)

\*\*\*\*\*  
STATE OF IOWA

COUNTY OF Madison)  
)Ss:

On this 23 day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared James W Moore and Myrna M Moore as 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.

Jane M. Juelsgaard Commission Expires 4/25/03  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE