

FILED NO. 006264
BOOK 144 PAGE 40
2000 OCT -5 PM 1:06

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)

LIMITED EASEMENT

RE: Parcel "A", located in the Southeast Quarter (1/4) of the Northwest Quarter (1/4) and in the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-one (21), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 25.044 acres, as shown in plat of Survey filed in Book 3, Page 548 on February 22, 2000, in the Office of the Recorder of Madison County, Iowa.

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.

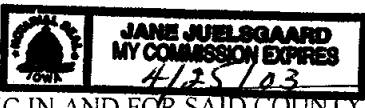
Executed this 14 day of June, 2000.

X Brad Berry
BRAD BERRY

X Tammera Berry
TAMMERA BERRY

GRANTOR(S)

STATE OF IOWA)
)Ss:
COUNTY OF Madison)
On this 14 day of June, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Brad Berry and Tammera Berry, 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.

Jane Juelsgaard

 NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE