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FILED NO 006265
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MICKI UTSLER RECORDER MADISON COUNTY, IOWA

2000 OCT -5 PM 1: 06

<u>David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #515-743-6195</u> (FHA Approved)

LIMITED EASEMENT

RE: A parcel of land in the South Half of the Southwest Quarter of Section 24, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Southeast Corner of the West ½ of the SE¼ of the SW¼ of Section 24, T76N, R28W of the 5th P.M., Madison County, Iowa; thence along the East line of said W½ of the SE¼ of the SW¼, North 00°09'17" East, 65.97 feet; thence North 90°00'00" West, 40.00 feet; thence North 87°12'41" West 422.44 feet to the point of beginning. Thence North 00°09'17" East, 457.70 feet; thence North 90°00'00" West, 363.00 feet; thence South 88°37'13" East, 357.15 feet; thence South 00°36'08" East, 449.12 feet to the point of beginning. Said parcel of land contains 0.067 Acres.

The Undersigned as Owner (s) of record of the real estate described above, for One Dollar and other good and

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.

> Becky M Donald NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

Expires - 7-2-2002

acknowledged that they executed the same as their voluntary act and deed.