

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

COMPUTER
 RECORDED
 COMPARED _____

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

LIMITED EASEMENT

RE: Lot Three (3) in the Southeast Quarter (1/4) of the Northwest Quarter (1/4), and Lot Nine (9) of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Fifteen (15), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT a part of Lot Nine (9) of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Fifteen (15) in Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the Northeast Corner of said Lot Nine (9) and running thence South along the East line of said Lot Nine (9) 150 feet, thence west to the center of the public road running through said Lot Nine (9), thence Northeasterly up the center of said public road *

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 7 day of June 2000.

X Tony Maxwell
 TONY MAXWELL

X Jayne Maxwell
 JAYNE MAXWELL

GRANTOR(S)

STATE OF IOWA)
)Ss:
 COUNTY OF Madison)
 On this 7th day of June, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Tony Maxwell + Jayne Maxwell, 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.

Jennifer M. Maxwell
 NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

* to a point on the North line of said Lot Nine (9), thence East on the North line of said Lot Nine (9) 135.2 feet to the Point of Beginning.

