COMPARED_

BOOK 144 PAGE 46

2000 OCT -5 PM 1: 06

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: Auditor's Parcel Letter-C, in a Plat of Survey, Corrected, in the Northwest Quarter (4) Section Fifteen (15); Southwest Quarter (4) Section Fifteen (15), Township Seventy-six (76) North, Range Twenty-eight (28) West, Southeast Quarter (4) Section Sixteen (16), Township Seventy-six (76) North, Range Twenty-eight (28) West, of the 5th P.M., Madison County, Iowa, recorded April 27, 1999, in Book 3, commencing on Page 428 in the Office of the Madison County, Iowa, Recorder.

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.

Jackson

GRANTOR(S)

STATE OF IOWA

Hal Jackson

a/k/a Harrold

COUNTY OF MADISON)
On this 7th day of _______ On this 7th day of 3000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Hal Jackson and Harriet L. Jackson, 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.

