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MICKI UTSLER
RECORDER

David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #515-743-619 MADISON COUNTY, IOWA
(FHA Approved)

REC \$

AUD \$

R.M.F. \$_1

LIMITED EASEMENT

Parcel "B", located in the Northeast Quarter (NE4) of Section Eleven (11), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 4.374 acres, as shown in Plat of Survey filed in Book 3, Page 200 on March 26, 1998, in the Office of the Recorder RE: of Madison County, Towa, subject to easements of record.

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), transfer(s) 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 thereafter 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 day of Pr. 2000.

SILLIMAN MICHELLE F. GRANTOR (S) STATE OF IOWA COUNTY OF <u>Madiso</u> r On this day of Public in and for the aforesaid County and State, personally appeared: Michelle F. Silliman and Chad P. Silliman, wife and hisband to me known to be the same and identical persons who executed the within and foregoing instrument, and acknowledge and deed. MCONAMINATION EXPIRES AND SAID STATE

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