

REC \$ 5<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1<sup>00</sup>  
COMPUTER   
RECORDED   
COMPARED \_\_\_\_\_

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #515-743-6795  
(FHA Approved)

L I M I T E D E A S E M E N T

RE: Parcel "C" in the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-seven (27), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more precisely described as follows: Beginning at the West Quarter Corner of Section Twenty-seven (27), Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, thence North 90°00'00" East 627.00 feet along the South line of the Northwest Quarter (1/4) of said Section Twenty-seven (27) which is the centerline of a county road; thence North 00°18'46" West 695.00 feet; thence North 90°00'00" West 627.00 feet to a point on the West line of said Northwest Quarter (1/4); thence South 00°18'46" East 695.00 feet along the West line of said Northwest Quarter (1/4) which is also the centerline of a county road to the Point of Beginning, containing 10.004 acres including 0.977 acres of County Road right-of-way.

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 25<sup>th</sup> day of April, 2000.

Michael L. Pauly  
MICHAEL L. PAULY

Karen M. Pauly  
KAREN M. PAULY

GRANTOR(S)

STATE OF IOWA

COUNTY OF Madison ) ss:

On this 25 day of April, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Michael & Karen M. Pauly 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.

Donald C. Hemby  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

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