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BOOK 144 PAGE 110

2000 OCT -5 PM 1:09

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

REG \$ 10<sup>00</sup>  
AUD \$         
R.M.F. \$ 1<sup>00</sup>

COMPUTER ✓  
RECORDED ✓  
COMPARED       

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

L I M I T E D   E A S E M E N T

RE:

Please see attached Exhibit "A"

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 15<sup>th</sup> day of May, 2000.

X Danny J. Fyfe  
DANNY J. FYFE

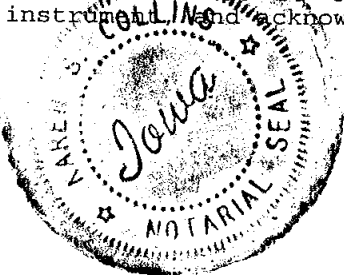
X Michelle Lynn Fyfe  
(Shelley)  
MICHELLE L. FYFE, a/k/a Michelle Lynn Fyfe

GRANTOR (S)

\*\*\*\*\*  
STATE OF IOWA )

COUNTY OF madison ) SS:

On this 15<sup>th</sup> day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Danny J. Fyfe + Michelle L. Fyfe, aka Michelle Lynn Fyfe, 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.



Kenn S. Collins  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

Exhibit "A"

A tract of land located in the North Three Fourths (3/4) of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-two (22) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, and described as follows: Commencing at the Southwest Corner of said North Three Fourths (3/4) of the Southeast Quarter (1/4) of the Northwest Quarter (1/4), thence North 325.1 feet along the West line of said Southeast Quarter (1/4) of the Northwest Quarter (1/4), thence North 71°56' East 137.5 feet along a County Road, thence North 15°38' West 122.0 feet, thence North 52°02' East 139.3 feet, thence North 86°10' East 240.9 feet, thence South 8°53' East 49.9 feet, thence North 58°31' East 247.3 feet along said County Road, thence South 14°3' East 302.6 feet; thence South 16°14' West 133.2 feet; thence South 8°22' East 245 feet, thence South 89°46' West 738.5 feet along the South line of said North Three Fourths (3/4) of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) to the point of beginning, containing 8.9468 acres including 0.8363 acres of county road right-of-way, and all right, title and interest in and to an Easement recorded in book 133, page 396 of the Recorder's office of Madison County, Iowa.