

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
COMPARUD _____

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #515-743-6199 (FHA Approved)

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

RE: A tract of land commencing at a point 18.8 feet East of the southwest corner of the Southwest Quarter (¼) of the Southeast Quarter (¼) of Section Ten (10) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence Northeasterly 92.9 feet along the Easterly right of way line of Iowa Highway #162 being a 1196 foot radius curve concave Northwesterly (chord: North 31°25½' East 92.8 feet) to a point of tangency, thence North 29°31' East 841.5 feet along said Easterly right of way line, thence South 32°52½' East 331.5 feet, thence South 17°11½' West 558 feet to a point of intersection with the South line of said Southeast Quarter (¼), thence West 478 feet along*

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 24 day of April, 2000

Jennifer K. Strickler
JENNIFER K. STRICKLER

Richard A. Strickler, Jr.
RICHARD A. STRICKLER, JR.
a/k/a Richard Strickler

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Madison) ss:

On this 24th day of April, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Jennifer K. and Richard A. Strickler 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.

Cathryn A. Lucina
CATHRYN A. LUCINA
MY COMMISSION EXPIRES 1/19/2007
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

sirwa.sirwa.eas

*said South line to the point of beginning, subject to easements of record, and containing 6 acres more or less, NOTE: Iowa Highway #162 is now known as Iowa Highway #322, and All right, title and interest in to an easement for well and waterline purposes recorded in deed record 112, page 428 of the Recorder's office of Madison County, Iowa.