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AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00  
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David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #515-743-6195  
(FHA Approved)

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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

RE: Parcel "A" in the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Eleven (11), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the southwest corner of Northeast Quarter (NE $\frac{1}{4}$ ) of Section Eleven (11), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence North 89°17'30" East 469.50 feet along south line of the Northeast Quarter (NE $\frac{1}{4}$ ) of said Section Eleven (11) to a point on the east right-of-way line of U.S. Highway No. 169 which is the Point of Beginning; thence continuing North 89°17'30" East 324.60 feet; thence North 28°17'10" West 561.74 \*

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

X Michael Schirm  
MICHAEL SCHIRM  
a/k/a Michael J. Schirm

X Kristi V. Schirm  
KRISTI SCHIRM  
a/k/a Kristi V. Schirm

GRANTOR(S)

\*\*\*\*\*

STATE OF IOWA )  
COUNTY OF Madison ) ss:



On this 9 day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Kristi V. Schirm, aka Michael Schirm and Kristi Schirm, 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.

Dan McIntosh

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

\*feet; thence South 89°51'39" West 200.26 feet to a point on said East Highway right-of-way; thence South 15°53'48" East 518.00 feet to the Point of beginning, containing 3.001 acres.