

REC \$ 5.00 COMPUTER
AUD \$ _____ RECORDED
R.M.F. \$ 1.00 COMPARED _____

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

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

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

RE: The South One-fourth (S¹/₄) of the Southwest Quarter (SW¹/₄), and the West 53¹/₃ acres of the North Three-fourths (N³/₄) of the Southwest Quarter (SW¹/₄) and all that part of the South One-half (S¹/₂) of the Southwest Quarter (SW¹/₄) of the Southeast Quarter (SE¹/₄), lying West of the main channel of Middle River, containing 18¹/₂ acres, all in Section Nine (9); and the East Ten (10) acres of the North 12¹/₂ acres of the Southwest Quarter (SW¹/₄) of the Northeast Quarter (NE¹/₄); and the Northwest Quarter (NW¹/₄) of the Northeast Quarter (NE¹/₄) and the North One-half (N¹/₂) of the Northwest Quarter (NW¹/₄) all in Section Sixteen (16), all of said land lying and being in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

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 18th day of July, 2000.

JEANNE JENNINGS REVOCABLE TRUST BY:

Jeanne S. Jennings
JEANNE JENNINGS Trustee

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Polk) ss:

On this 18th day of July, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Jeanne Jennings, Trustee of the Jeanne Jennings Revocable Trust
to me known to be the same and identical persons who executed the within and foregoing instrument, and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Carol Jackson
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

CAROL JACKSON
NOTARY PUBLIC - STATE OF IOWA
MY COMMISSION EXPIRES OCT. 5, 2002