

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 5.00
AUD \$ _____
R.M.F. \$ 1.00

COMPUTER
RECORDED
COMPARED _____

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

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

RE: Northwest Quarter (1/4) of Section Two (2) except that part of the Northwest Quarter (1/4) of Section 2, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at the northwest corner of the Northwest Quarter of said Section 2; thence on an assumed bearing of North 89°53'00" East along the north line of said Northwest Quarter 225.00 feet; thence South 00°50'03" West 964.34 feet; thence South 89°53'00" West 224.97 feet to the west line of the Northwest Quarter of said Section 2; thence North 00°49'55" East along said west line a distance of 964.34 feet to the northwest corner of said Northwest Quarter and the point of beginning. Said tract contains 4.98 acres and is subject to Madison County Highway easements over the northerly and westerly 0.91 acres thereof; and the Northeast Quarter of Section Three (3), all in Township Seventy-four (74) North, Range Twenty-nine (29) 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 23rd day of August, 2000.

Ava Boyle
AVA BOYLE

Jerald M. Boyle
JERALD M. BOYLE

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Union) ss:

On this 23 day of August, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Ava Boyle and Jerald M. Boyle, wife and husband
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.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

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