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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

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

## LIMITED EASEMENT

RE: The Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Fifteen (15), in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Sixteen (16), except a tract commencing at the Northeast corner of said Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ), running thence South 198 feet, thence West 632 feet, thence Northwesterly to a point 688 feet West of the point of beginning, thence East 688 feet to the point of beginning, and the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest Quarter (NE $\frac{1}{4}$ ) of Section Twenty-two (22), All in Township 74 North, Range 28 West of the 5th P.M. Madison County, Lowa and other good and

valuable consideration received, hereby grant(s), sell(s), transfers) 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 there- after 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 day of 2000.

X Wayne S. RIDOUT
By Billie W. Ridout, POA
WAYNE S. RIDOUT
By Billie W. Ridout, POA
GRANTOR(S) By Billie W. Ridout, POA
STATE OF IOWA

On this 9 day of 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared. Billie W. Ridout
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.

Same C. Hottisles

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE