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MICKI UTSLER RECORDER MADISON COUNTY, IDWA

Jungmann, FHA Approved

LIMITED EASEMENT

The South One Hundred (100) acres of the Southeast Quarter (SE¼) of Section Thirty-one (31) in Township Seventy-RE: four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, subject to existing highways and easements.

AND

The North Half ($N\frac{1}{2}$) of the Southwest Quarter (SW4) and the Southeast Quarter (SE4) of the Southwest Quarter (SW%) and the West Half (W%) of the Southeast Quarter (SE%) and the Southwest Quarter (SW%) of the Northeast Quarter (NE1/4) of Section Twenty-nine (29), Township Seventy-four (74) 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 lowa 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 104h _ day of

RICHARD Μ. GRANTOR (S) STATE OF IOWA ss: NTY OF day of 2000, the undersigned, a Notary i: <u>Richard M. Grandfield</u> before me. for the afo Grandfield, County and and wife State, personally appeared: afcresaid in and me the same and identical persons who executed the within and foregoing instrument, that they executed the same as their voluntary act and deed. and acknowledged KAY SMITH MY COMMISSION EXPIRES