

FILED NO. 006441

BOOK 144 PAGE 239

2000 OCT -5 PM 1: 18

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

REC \$ 5<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1<sup>00</sup>

COMPUTER   
RECORDED   
COMPALED \_\_\_\_\_

Lewis L. Juchmann, L.L., 113 N. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #515-743-0191  
(FHA Approved)

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

RE: The South Three-fourths (S<sup>3</sup>/<sub>4</sub>) of the Northwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section Twenty-two (22). Township Seventy-four (74) North Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

AND  
A tract of land described as commencing at a point on the West line of the Northeast Quarter of Section 22, Township 74 North, Range 27 West of the 5<sup>th</sup> P.M., where the Eastern right-of-way line of the former Chicago Greatwestern Railway Company railroad intersects said quarter section line; thence Northeasterly along the Eastern right-of-way line of said former railroad right-of-way a distance of 645 feet, more or less, to a point 77 feet Northeasterly of the Northern bridge abutment of the railroad bridge spanning Clanton Creek; thence West to the Western boundary of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of said Section 22; thence South along the quarter section line to the point of commencement.

AND The Southwest Quarter of the Southwest Quarter of Section 15, Township 74 North, Range 27 \*

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.

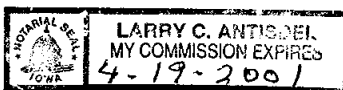
Executed this 24 day of July, 2000.

Jerry Everett Decker  
JERRY EVERETT DECKER  
a/k/a J. Everett Decker

Dixie L. Decker  
DIXIE L. DECKER

GRANTOR(S)

STATE OF IOWA )  
COUNTY OF Madison ) ss:



On this 24 day of July, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Jerry Everett Decker and Dixie L. Decker, 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.

Larry C. Antisdel  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

\*West of the 5th P.M., Madison County, Iowa, except the South 336.58 feet thereof.  
AND, All that part of the Southeast Quarter of the Southwest Quarter which lies South and West of the public highway as now established and located, all in Section 15, Township 74 North, Range 27 West of the 5th P.M., Madison County, Iowa.