

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

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COMPARED \_\_\_\_\_

FILED NO. 006838

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2000 NOV -2 PM 3: 12

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 Half of the Southwest Quarter (S½SW¼) of Section Eleven (11) and the South Half of the Northeast Quarter, and the Southeast Quarter, and the Southwest Quarter, of Section Ten (10), except commencing at the Southwest corner of said Southwest Quarter and running thence North 3 chains and 69 links, thence South, 76° East, 7 chains, thence South, 58° East, 4 chains and 25 links, thence North 71° East, 10 chains and 27 links, thence North 79° East, 6 chains and 54 links, thence South, 20° East, 4 chains and 75 links, thence West to the place of beginning, being all that part of the Southwest Quarter of Section Ten (10) lying South of the main channel of Middle River, and excepting the West 90 acres thereof; all said land being in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5<sup>th</sup> 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 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 24 day of April, 2000.

Robert Cecil Shaw  
ROBERT CECIL SHAW  
a/k/a R. Cecil Shaw

Norma J. Shaw  
NORMA J. SHAW

GRANTOR(S)

\*\*\*\*\*

STATE OF IOWA }  
COUNTY OF Madison } ss:



On this 24 day of April, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Robert Cecil Shaw, a/k/a Robert C. Shaw, Robert Shaw and Cecil Shaw and R. Cecil Shaw, and Norma J. Shaw, 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.

Dan McIntosh  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE