

REC \$ 5⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

COMPUTER ✓
RECORDED ✓
COMPARED

FILED NO. 006839
BOOK 144 PAGE 310
2000 NOV -2 PM 3: 12

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

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

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

RE: The West Half of the Northwest Quarter (W¹/₂NW¹/₄) and the West Quarter of the East Half of the Northwest Quarter (W¹/₄E¹/₂NW¹/₄) of Section Eleven (11), Township 75 North, Range 29 West of the 5th P.M., Madison County EXCEPT a parcel of land described as beginning at the West Quarter corner section Eleven (11), Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa thence N 0*00'460 feet; thence N 90*00' E. 428.0 feet to point of beginning, containing 4.52 acres including .697 acres county road right-of-way. Note: The West line of the NW1/4 of Section 11, Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa, is assumed to bear due North and South.

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), 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. The lines will run within 30 feet from the fence,
3. 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 18 day of July 2000.

William C. Morse
William C. Morse

Velda Morse
Velda Morse

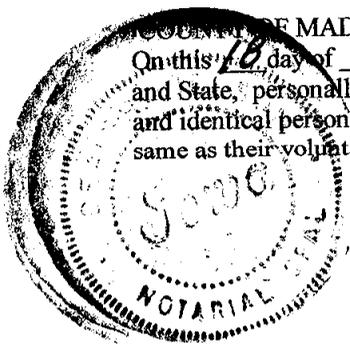
GRANTOR(S)

STATE OF IOWA)

)Ss:

COUNTY OF MADISON)

On this 18 day of July, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: William C. Morse and Velda Morse, 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 Melser
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE