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MICKI UTSLER RECORDER
MADISON COUNTY, IOWA

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

REC \$

AUD \$

R.M.F. \$_

LIMITED EASEMENT

The North Half (N_2) of the Southwest Quarter (SW_4) , and the RE:

Northwest Fractional Quarter except a tract of Six (6) acres described as follows: Commencing at the Northwest corner of said quarter section and running thence East 26 rods, thence South 37 rods, thence West 26 rods, thence North 37 rods to the place of beginning, in Section 1, Township 75 North, Range 29 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 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

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 18 day of 4 part 1, 2000.

apri 18 Executed this . _day of _ Sterling Morris Sally Jo Morris

GRANTOR (S)

STATE OF IOWA

COUNTY OF Mad

LARRY C. ANTISDEL MY COMMISSION EXPIRES 4-19-2001

ounty and State, personally appeared <u>G. Sterling Morris and</u> to me known to be the same and within and foregoing instrument, and acknowledged that they On this day of Public in and for the aforesaid County Sally Jo Morris, husband and wife identical persons who executed the with executed the same as their voluntary account of the same account of voluntary act and deed

C Antisbel IN AMD FOR SAID COUNTY AND SAID STATE