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MICKI UTSLER RECORDER MADISON COUNTY, 10WA

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

LIMITED EASEMENT

The South Half of the Southeast Quarter of Section Twenty-nine (29) Township Seventy-five (75) North, Range RE: Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

The West Half of the Northeast Quarter, except one-half acre out of the Northwest Quarter thereof, used for Church AND purposes, and the Northeast Quarter of the Northeast Quarter of Section Thirty-two (32) in Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa.

AND The North Two Hundred Fifteen (215) feet of the West One Hundred Seventy-nine (179) feet of the Northeast Quarter of Section Thirty-two (32), 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 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.

APri Executed this _____ **2** /__ day of _ MARVIN A. Eivins LILLIAN Κ. EIVINS GRANTOR (S)

STATE OF IOWA ss: COUNTY OF Modess

ruplic in and for the aforesaid County and State, personally appeared: Malilian K. Eivins, husband and wife to me known identical persons who executed the within and foregoing instrument, and ack executed the same as their voluntary act and deed. , the undersigned, a Notary ared: <u>Marvin A. Eivins and</u> e known to be the same and and acknowledged that they

IN AND FOR AND SAID STATE

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