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FILED NO. 006872
BOOK 144 PAGE 345
2000 NOV -2 PM 3: 15

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: That part of the Southwest Quarter (1/4) of Section Twenty (20), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at the Northwest corner of the Southwest Quarter (1/4) of said Section Twenty (20); thence on an assumed bearing of South 89°20'42" East 406.54 feet; thence South 00°13'22" East 1309.46 feet; thence North 89°46'54" West 406.51 feet to the west line of the Southwest Quarter (1/4) of said Section Twenty (20); thence North 00°13'22" West along said west line 1312.56 feet to the Northwest corner of the Southwest Quarter (1/4) of said Section Twenty (20) and the point of beginning, said tract contains 12.23 acres and is subject to a Madison *

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.

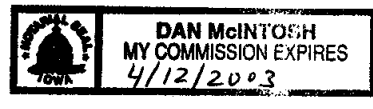
Executed this 4 day of 25, 2000.

David A. Eivins
DAVID EIVINS
a/k/a David A. Eivins

Rachel L. Eivins
RACHEL EIVINS
a/k/a Rachel L. Eivins

GRANTOR(S)

STATE OF IOWA)
COUNTY OF MADISON) ss:



On this 25 day of April, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: David A. Eivins & Rachel L. Eivins husband & wife, 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

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*County Highway Easement over the westerly 0.99 acres thereof.