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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

LIMITED EASEMENT

RE:A tract of land described as follows: Commencing at the Northwest corner of the Southeast Quarter (\$\frac{1}{4}\$) of the Northeast Quarter (\$\frac{1}{4}\$) of Section Nine (9), in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, thence South 1905.43 feet to the point of beginning; thence North 294.43 feet, thence East 611.0 feet, thence South 1°44! West 354.75 feet, thence North 84°06! West 604.35 feet to the point of beginning and containing 4.53 acres more or less, including the present established highway; Also, a small tract of land lying immediately South of the above described parcel and bounded on the East by the East bank of the present creek, and on the South by the centerline of Middle River to a point on the West line of the Northeast Quarter (\$\frac{1}{2}\$) of the Southeast Quarter (\$\frac{1}{2}\$) of said *
The Undersigned, as Owner (\$\frac{1}{2}\$) 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:

acknowledged that they executed the same as their voluntary act and deed.

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 12 day of June 2000.

* Section Nine (9), thence North to the point of beginning of the above described parcel, and containing 3.50 acres more or less including the present established highway.