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AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00

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FILED NO. 006876  
BOOK 144 PAGE 349  
2000 NOV -2 PM 3:16

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: The Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of section Eleven (11) and the East Half of the Northeast Quarter (E1/2NE1/4) of Section Fourteen (14), and all that part of the West Half of the East Half of the Northeast Quarter of the Southeast Quarter (W1/2E1/2NE1/4SE1/4) in Section Fourteen (14) lying on the North side of Middle River, and the following described tract of land to wit; Commencing at the Northeast corner of the West Half of the Northeast Quarter of the Southeast Quarter of Section 14, running thence South 20½ rods, thence West 15 rods and 11 feet, thence North 20½ rods, thence East to the place of beginning; all in Township Seventy-five (75) North, Range 29 West of the 5<sup>th</sup> P.M., Madison County, Iowa., except Parcel "A", located in the Southeast Quarter (¼) of the Northeast Quarter (¼) and the Northeast Quarter (¼) of the Southeast Quarter (¼) of Section 14, 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. 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 5th day of July 2000.

Gale P. Nicely  
Gale P. Nicely

Sylvia Lipka  
Sylvia Lipka

GRANTOR(S)

STATE OF IOWA IA)  
COUNTY OF LAKE )Ss:  
UNION

On this 5th day of July, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Gale P. Nicely, single and Sylvia Lipka, single 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.

\* Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa, as shown in Plat of Survey filed in Book 2, Page 714 on August 27, 1996, in the Office of the Recorder of Madison County, Iowa.

Karen L. Evert

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

