

Walnut 2!  
Mona 132

REC \$ 10<sup>00</sup>  
AUD \$ 1<sup>00</sup>  
R.M.F. \$ 1<sup>00</sup>

COMPUTER   
RECORDED   
COMPARED

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

L I M I T E D   E A S E M E N T

RE: See attached Exhibit "A"

FILED NO. 007365

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2000 DEC -6 AM 11:27

MICKI UTSLER  
RECORDER  
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

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 24 day of April, 2000.

Ed Callison  
EDWARD R. CALLISON, a/k/a Ed Callison

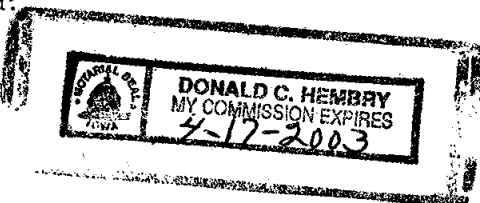
Joanne M. Callison  
JOANNE M. CALLISON

GRANTOR(S)

STATE OF IOWA )  
COUNTY OF Madison ) ss:

On this 24 day of April, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Ed & Joanne M. Callison Husband & Wife, 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.

Donald C. Hembry  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE



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Exhibit "A"

The Northeast Quarter of the Northwest Quarter ( $NE\frac{1}{4}NW\frac{1}{4}$ ) and the West Fractional Half of the Northwest Quarter ( $Wfr\frac{1}{2}NW\frac{1}{4}$ ) of Section Seven (7), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., and the Southeast Quarter of the Northeast Quarter ( $SE\frac{1}{4}NE\frac{1}{4}$ ) of Section Twelve (12) except that part thereof lying South and West of the public highway as relocated in the year 1926 from U.S. Highway #169 South and Southeasterly through said 40-acre tract, and all that part of the Northeast Quarter of the Southeast Quarter ( $NE\frac{1}{4}SE\frac{1}{4}$ ) of said Section Twelve (12) lying and being North and East of the public highway as relocated in the year 1926 from U.S. Highway #169 South and Southeasterly through said last described 40-acre tract and as now used and traveled, in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa; AND a tract commencing at the Northwest Corner of the Southeast Quarter of the Northwest Fractional Quarter ( $SE\frac{1}{4}NWfr\frac{1}{4}$ ) of Section Seven (7) in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., running thence South 666 feet to the North bank of Clanton Creek, thence in a northeasterly direction along the North bank of said Clanton Creek to the Northeast corner of said Southeast Quarter of the Northwest Fractional Quarter ( $SE\frac{1}{4}NWfr\frac{1}{4}$ ), thence West to the place of beginning.

AND

All that part of the North Half of the Northeast Quarter ( $N\frac{1}{2}NE\frac{1}{4}$ ) of Section Twelve (12), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, lying east of the existing road right-of-way except for the tract legally described as: .71 Hundredths of an acre east of the road in the Northeast corner of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Twelve (12), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Iowa.

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