

REC \$ 5⁰⁰
 AUD \$
 R.M.F. \$

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 COMPARED

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

LIMITED EASEMENT

RE: The Southeast Quarter (1/4) of the Southwest Quarter (1/4) and the Southwest Quarter (1/4) of the Southeast Quarter (1/4) and the West 22 acres of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) and the West 18 acres of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty-three (33) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, and the Northeast Fractional Quarter (1/4) of the Northwest Fractional Quarter (1/4) of Section Four (4) and a tract of land in the Northeast Fractional Quarter (1/4) of Section Four (4) described as follows: Commencing at the Northwest corner of the last described Quarter Section, thence East 10 rods, thence South, 5°53' East, 41 chains and 4 links to the South line of said Quarter Section, thence West 26 rods and 18 links to the Southwest corner of said Quarter Section, thence North 40 chains and 86 links to the place of *

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 17th day of July 2000.

Terry E. Wolf
 Terry E. Wolf

Barbara J. Wolf
 Barbara J. Wolf
 a/k/a Barbara Jane Wolf

GRANTOR(S)

 STATE OF IOWA)
)Ss:
 COUNTY OF MADISON)

On this 17th day of July, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Terry E. Wolf and Barbara J. Wolf, husband and 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.



Rhonda L. Beggs

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

*beginning, in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.