

FILED NO. 007392

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2000 DEC -6 AM 11:29

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

REC \$ 5<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: Commencing at the Northwest corner of the Northeast Quarter (NE¼) of Section One (1), Township 75 North, Range 29 West of the 5<sup>th</sup> P.M., Madison County, Iowa, and running thence East along the North line thereof 1,800 feet more or less to the West line of the County road which runs North and South through said quarter section, thence South along the West line of said County road to the South line of said quarter section, thence West along the South line of said quarter section 1,775 feet more or less to the Southwest corner of said quarter section, thence North along the West line of said quarter section to the place of beginning; AND  
East Half of the Southwest Quarter and South Half of the Northwest Quarter, Section Thirty-four, Township 76 North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., AND  
The Northwest Quarter of the Northwest Quarter Section Thirty-four (34), Township 76 North, Range 28 West of the 5<sup>th</sup> P.M., 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 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 2 day of May, 2000.

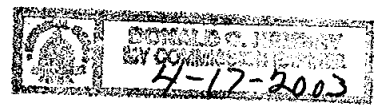
Jean M Daggett

JEAN M. DAGGETT

GRANTOR(S)

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STATE OF IOWA )  
COUNTY OF Madison ) ss:



On this 2 day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared Jean M. Daggett, widow, 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