

FILED NO. 007397
BOOK 144 PAGE 502
2000 DEC -6 AM 11:30

REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
COMPARED

NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

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: The South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$), and the Northeast Fractional Quarter (NE Fr. $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), and the South Half (S $\frac{1}{2}$) of the Northwest Fractional Quarter (NW Fr. $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), and the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Fractional Quarter (NW Fr. $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), except the West 440 feet of the North 330 feet thereof, and the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Fractional Quarter (NW Fr. $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Five (5), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.
AND, The Northeast Fractional Quarter ($\frac{1}{4}$) of Section Five (5), in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

AND, West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Thirty-three (33), all in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa. AND the East Half of the Southeast Quarter of Section 32, Township 75 North, Range 29 West of the 5th 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 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 29th day of Aug, 2000.

Donald R. Schulz
DONALD R. SCHULZ

P.J. Schulz
P.J. SCHULZ

a/k/a Donald Rex Schulz
a/k/a Don R. Schulz GRANTOR(S)

STATE OF IOWA)
COUNTY OF MADISON) ss:

On this 29th day of August, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Donald R. Schulz, a/k/a Donald Rex Schulz, a/k/a Don R. Schulz, and P.J. Schulz, 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.

Karen K. Emerson
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

