

FILED NO. 007423
BOOK 144 PAGE 528
2000 DEC -6 AM 11:32

REC \$ 5⁰⁰
AUD \$ 10
R.M.F. \$ 10

COMPUTER ✓
RECORDED ✓
COMPARED _____

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: Commencing at the Southeast Corner of the North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-one (21), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, and running thence West 660 feet, thence North 64 feet to the center of the public road to the Point of Beginning, thence West 300 feet, thence North 726 feet, thence East 300 feet, thence South 726 feet to the point of Beginning.

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.

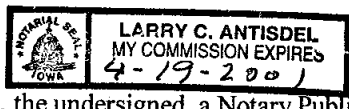
Executed this 9 day of May 2000.

X Chris E Pettit
CHRIS EUGENE PETTIT
a/k/a Chris E. Pettit

X Paulette M Pettit
PAULETTE M. PETTIT

GRANTOR(S)

STATE OF IOWA)
)Ss:
COUNTY OF Madison



On this 9 day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared Chris E Pettit + Paulette M Pettit Husband and Wife, aka Chris Eugene Pettit, 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.

Larry C Antisdel
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE