COMPARED

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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, 10WA

LIMITED EASEMENT

RE: A tract of land described as follows; - Commencing at the West Quarter $(\frac{1}{4})$ corner of Section Four (4), in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, running thence East 1205.8 feet along the South line of the Southwest Quarter (4) of the Northwest Quarter (4) of said Section Four (4) thence North 331.5 feet, thence North 87°08' West 1198.9 feet to the West line of said Section Four (4), thence South 1°14' West along said West line 391.4 feet to the point of beginning, containing 10 Acres including 1.2556 Acres of county road right-of-way.

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 25 day of

a/k/a Rick D. Garrett

een Garrett k/a Doreen L. Garrett

GRANTOR(S)

STATE OF IOWA

)Ss:

LARRY C. ANTISDEL MY COMMISSION EXPIRES 7-19-2001

COUNTY OF MADISON) , 2000, before me, the undersigned, a Notary Public in and for the aforesaid On this 25 day of County and State, personally appeared: Rick Garrett and Doreen Garrett, 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.