

Jackson 38 Feb

REC \$ 5.00  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00

COMPUTER ✓  
RECORDED ✓  
COMPARED \_\_\_\_\_

FILED NO. 000608  
BOOK 2001 PAGE 608  
2001 FEB 23 PM 2: 57

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: Lot One (1) of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Thirty-two (32) in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, described as commencing at the Southwest Corner of said Section and running thence North 781.6 feet to the center line of the highway, thence along the center line of said highway North, 89° East, 708 feet, thence South, 50°33' East, 460 feet, thence South, 21°15' East, 549 feet to the South line of said Section, thence West 1262.1 feet to the point of beginning and containing 19.34 acres, more or less.

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 30<sup>th</sup> day of NOVEMBER 2000.

X Randall K. Binns  
RANDALL K. BINNS

X \_\_\_\_\_

GRANTOR(S)

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STATE OF IOWA )  
)Ss:  
COUNTY OF MADISON )

On this 30 day of November, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Randall K. Binns, single, 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.

Jane M. Juelsgaard  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

