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FILED NO. \_\_\_\_\_  
BOOK 2001 PAGE 626  
2001 FEB 23 PM 2: 58

REC \$ 10<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1<sup>00</sup>  
COMPUTER   
RECORDED   
COMPARED \_\_\_\_\_

NICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

David L. Jurekman, P.C., 113 E. Iowa, P.O. Box 329, Greenfield, IA 50949 Phone #815-243-6199  
(FHA Approved)

L I M I T E D E A S E M E N T

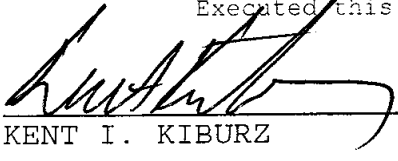
RE: See attached Exhibit "A"

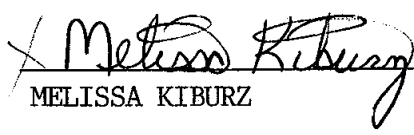
The Undersigned, as Owner(s) of record of the real estate described above, for One Dollar and other good and valuable consideration received, hereby grant(s), sell(s), transfer(s) and convey(s) to Southern Iowa Rural Water Association (the "Association"), its successors and assigns, an affirmative and 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 30<sup>th</sup> day of October, 2000.

  
KENT I. KIBURZ

  
MELISSA KIBURZ

GRANTOR(S)

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STATE OF IOWA )  
COUNTY OF Ringgold ) ss:

On this 30<sup>th</sup> day of October, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared Kent I. Kiburz, a/k/a Kent Kiburz, Kent Kiburz and Melissa Kiburz, 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.

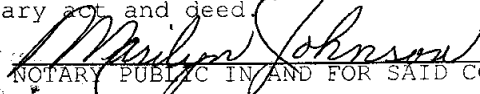
  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE



Exhibit "A"

The Southeast Quarter of the Northwest Quarter ( $SE\frac{1}{4}NW\frac{1}{4}$ ) of Section Four (4) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, except the South 344 feet of the West 380 feet thereof.

AND

The South 344 Feet of the West 380 Feet of the Southeast Quarter of the Northwest Quarter ( $SE\frac{1}{4}NW\frac{1}{4}$ ), excepting therefrom a tract described as follows: Commencing 200 Feet East of the Southwest corner of said Southeast Quarter of the Northwest Quarter ( $SE\frac{1}{4}NW\frac{1}{4}$ ), thence North 182 Feet, thence East 180 Feet, thence South 182 Feet, thence West 180 Feet to the point of beginning; and the South Half of the Southwest Quarter of the Northwest Quarter ( $S\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$ ) of Section Four (4), and the East Half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter ( $E\frac{1}{2}SE\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4}$ ) of Section Five (5), excepting a parcel of land located in the Southeast Quarter of the Northwest Quarter ( $SE\frac{1}{4}NW\frac{1}{4}$ ) and in the Southwest Quarter of the Northwest Quarter ( $SW\frac{1}{4}NW\frac{1}{4}$ ) of Section Four (4), more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter of the Northwest Quarter ( $SE\frac{1}{4}NW\frac{1}{4}$ ) of Section Four (4), thence along the South Line of the Southwest Quarter of the Northwest Quarter ( $SW\frac{1}{4}NW\frac{1}{4}$ ) of said Section Four (4), South  $89^{\circ}35'58''$  West 113.34 feet, thence North  $00^{\circ}00'00''$  518.67 feet, thence South  $89^{\circ}35'58''$  West 395.00 feet, thence North  $00^{\circ}00'00''$  141.33 feet, thence North  $89^{\circ}35'58''$  East 508.34 feet to the East Line of said Southwest Quarter of the Northwest Quarter ( $SW\frac{1}{4}NW\frac{1}{4}$ ), thence along said East Line, South  $00^{\circ}00'00''$  316.00 feet, thence North  $89^{\circ}35'58''$  East 200.00 feet, thence South  $00^{\circ}00'00''$  344.00 feet to the South Line of the Southeast Quarter of the Northwest Quarter ( $SE\frac{1}{4}NW\frac{1}{4}$ ) of said Section Four (4), thence along said South line, South  $89^{\circ}35'58''$  West 200.00 feet to the Point of Beginning, said parcel of land contains 4.578 Acres, including 0.237 Acres of County Road Right of Way, all in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa.