

Webster 2

FILED NO. **000610**

BOOK **2001** PAGE **610**

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REC \$ 5⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

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RECORDED
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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #641-743-6195
(FHA Approved)

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

RE: West Half (W^{1/2}) of the Northeast Quarter (NE^{1/4}) and the East 60 Acres of the Northwest Quarter (NW^{1/4}) of Section Eleven (11), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa. AND The Southeast Quarter (SE^{1/4}) of Section One (1), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, except Parcel "A", located in the Southeast Quarter of the Southeast Quarter, as shown in Plat of Survey filed in Book 3, Page 501 on October 22, 1999, in the Office of the Recorder of Madison County, Iowa.
AND The North Three-fourths (N^{3/4}) of the West Half (W^{1/2}) of the Northwest Quarter (NW^{1/4}) of Section Twelve (12), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.
AND The South Half (S^{1/2}) of the Southwest Quarter (SW^{1/4}) of Section One (1) all in Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa.

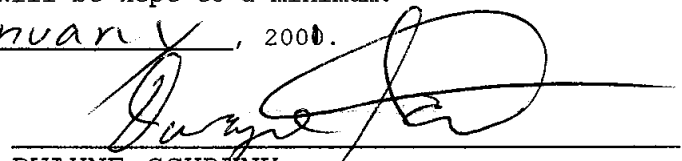
The Undersigned, as Owner(s) of record of the real estate described above, for One Dollar and other good and valuable consideration received, hereby grant(s), sell(s), transfer(s) and convey(s) to Southern Iowa Rural Water Association (the "Association"), its successors and assigns, an affirmative and 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 5 day of January, 2000.


MARY SCHRUNK
f/k/a Mary Klingaman

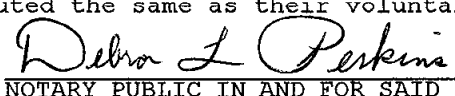

DWAYNE SCHRUNK

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Madison) ss:

On this 5th day of January, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Mary Schrunck, f/k/a Mary Klingaman, and Dwayne Schrunck, wife and husband
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
Madison County
Iowa

