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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 #515-743-6195
(FHA Approved)

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

RE: The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, except a tract commencing at the Southeast corner of said 40-acre tract and running thence North 15 feet, thence in a Southwesterly direction to a point 15 feet West of the Southeast corner of said 40-acre tract, thence East to the place of beginning, and except the North 465 feet of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 28, Township 75 North, Range 28, 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 31st day of October, 2000.

X Daniel Waltz
DANIEL WALTZ
a/k/a Daniel R. Waltz

X Utonda Waltz
UTONDA WALTZ
a/k/a Utonda Jon Waltz

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Madison) ss:

On this 31st day of October, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared Daniel Waltz and Utonda Waltz, 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.

CATHRYN A. LACINA
MY COMMISSION EXPIRES
1-19-2001

Cathryn A. Lacin
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

*AND, The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, and the South Half of the NE $\frac{1}{4}$, SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, except the West 973.50 feet thereof, of Section 29, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa.