

FILED NO. 000652  
BOOK 2001 PAGE 652  
2001 FEB 23 PM 3:00

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

RECORDED   
INDEXED   
SERIALIZED \_\_\_\_\_

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)

LIMITED EASEMENT

RE: A parcel of land in the Northwest Quarter of the Southeast Quarter of Section 27, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northeast Corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 27, T74N, R28W of the 5th P.M., Madison County, Iowa; thence along the east line of said NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , South 00°00'00", 435.53 feet to the point of beginning. Thence continuing along said East line, South 00°00'00", 586.49 feet; thence North 88°50'35" West, 742.87 feet; thence North 00°00'00", 586.49 feet; thence South 88°50'35" East, 742.87 feet to the point of beginning. Said parcel of land contains 10.000 Acres including 0.426 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.

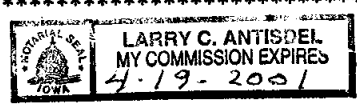
Executed this 8 day of Nov, 2000.

x Gerald D. Toppin  
GERALD D. TOPPIN

x Gay Lee M. Toppin  
GAY LEE M. TOPPIN

GRANTOR(S)

STATE OF IOWA )  
)Ss:  
COUNTY OF MADISON)



On this 8 day of Nov, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Gerald D. Toppin and Gay Lee M. Toppin, 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.

Larry C. Antisdel  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE