

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

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RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input type="checkbox"/>

David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #515-743-6195
(FHA Approved)

LIMITED EASEMENT

RE:

The North One half of the Southwest Quarter (N 1/2 SW 1/4) and the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4), all in Section Three (3), Township Seventy-five (75) North, Range Twenty-eight (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 there-after using, operating, tapping and service line installation, 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 5th day of October 2004.

Harry F. Reed Trust, created under the Trust Agreement dated May 26, 1988

Harry F. Reed

(Harry F. Reed, Trustee)

Executed this 5th day of October 2004.

GRANTOR(S)

STATE OF Iowa

COUNTY OF Dallas

On this 5th day of October 2004, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared Harry F. Reed, Trustee of the Harry F. Reed Trust, created under the Trust Agreement dated May 26, 1988, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.



Mary J. Drake

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE