

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER
RECORDED
COMPARED

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

LIMITED EASEMENT

RE:

The East One half of the Southeast Quarter (E 1/2 SE 1/4) of Section Five (5) and the West 39 1/2 Acres of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section Four (4), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" - part of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 5 and part of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 4 all in Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, as shown in the Plat of Survey recorded on June 3, 2002, in Book 2002, Page 2674 of the Recorder's office of 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), 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, 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 6 day of Oct 2004

x Mary Miller
(Mary Miller)

x Carl Miller
(Carl Miller aka E. Carl Miller aka Ernest C. Miller)

Executed this 6 day of Oct 2004

x Roberta Johnson
(Roberta Johnson)

x Leland Johnson
(Leland Johnson)

GRANTORS

(STATE OF IOWA)

Ss:
(COUNTY OF Madison)



On this 6 day of Oct, 2004, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Mary Miller & Carl Miller aka E. Carl Miller aka Ernest C. Miller, Wife & 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.

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

(STATE OF IOWA)

(COUNTY OF Madison) Ss:

On this 6 day of Oct, 2004, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Roberta Johnson & Leland Johnson, Wife & 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.



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