

FILED NO. **002219**

BOOK **2001** PAGE **2219**

**01 MAY 30 PH 4: 06**

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

REC \$ 5<sup>00</sup>  
AUD \$ 1<sup>00</sup>  
R.M.F. \$ 1<sup>00</sup>

COMPUTER   
RECORDED   
COMPARED

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 Southeast Quarter of the Southeast Quarter of Section 12, Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa.  
AND, The West Fractional Half ( $\frac{1}{2}$ ) of the Northwest Fractional Quarter ( $\frac{1}{4}$ ) of Section Three (3), in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except the West 16 acres of the Southwest Quarter ( $SW\frac{1}{4}$ ) of the Northwest Fractional Quarter ( $NWFr\frac{1}{4}$ ) of said Section 3, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa.  
AND The Northeast Quarter ( $NE\frac{1}{4}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) and the East One (1) Rod of the Northwest Quarter ( $NW\frac{1}{4}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ), all in Section Four (4), 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), 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 23 day of Sept 2000.

X George S Morris  
GEORGE S. MORRIS

X Maxine S Morris  
MAXINE S. MORRIS

GRANTOR(S)

\*\*\*\*\*

STATE OF IOWA )

)Ss:

COUNTY OF MADISON)

On this 23 day of September, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: George S Morris + Maxine S Morris, husband + 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.

Jane M Juelsgaard  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

