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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
COMPARED

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 Southwest Fractional Quarter of the Northwest Quarter (SWFr.¼.NW¼), and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) and a tract described as beginning at the Southwest corner of the Southeast Quarter of the Northwest Quarter (SE¼NW¼), running thence North 20 feet, thence Southeasterly to a point 20 feet East of the place of beginning, thence West to the place of beginning; all in Section Eighteen (18), all in Township Seventy-four (74) North Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, EXCEPT A tract of land described as follows: Beginning at the Northwest Corner of the Southwest Quarter*

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 27 day of NOVEMBER, 2000.

Earl J. Allsup
EARL JR. ALLSUP

Joyce M. Allsup
JOYCE M. ALLSUP

GRANTOR(S)

STATE OF IOWA)
COUNTY OF IOWA) ss:

On this 27 day of NOVEMBER, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Earl Jr. Allsup and Joyce M. Allsup, 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.

Catherine A. Weltha
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE



*(¼) of the Northwest Quarter (¼) of Section 18 in Township 74 North, Range 27 West of the 5th P.M., Madison County, Iowa, thence along the North line of said Southwest Quarter (¼) of the Northwest Quarter (¼), North 89°19'45" East 471.48 feet, thence South 11°44'30" West 316.90 feet, thence South 42°18'38" West 240.82 feet, thence South 00°34'39" West 277.85 feet, thence South 89°03'02" West 242.08 feet to the West line of said Southwest Quarter (¼) of the Northwest Quarter (¼), thence along said West line, North 00°00'00" 764.69 feet to the point of beginning.