

Douglas 26 Feb

FILED NO. **003002**

BOOK **2001** PAGE **3002**

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

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MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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 (E $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-two (22), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

AND, The East Half of the Northwest Quarter of Section 27, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, except a tract in the Northwest corner thereof 20 rods east and west and 40 rods north and south, the North line of said excepted tract being the center line of the public highway running East and West along the North side of said 80 acre tract as now traveled.

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 2nd day of April 2001

X Mary L. Agan  
MARY LOU AGAN, a/k/a Mary L. Agan

X RJ Agan  
RJ Agan

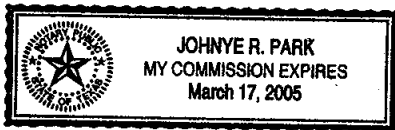
GRANTOR(S)

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STATE OF ~~IOWA~~ TEXAS

)Ss:  
COUNTY OF WALKER

On this 2nd day of April, 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Mary Lou & Raymond Agan, aka Mary Lou & RJ Agan, wife & husband 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.



Johnye R. Park  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE