

Douglas 28J

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

FANNING 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 North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-two (22), Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, EXCEPT commencing at the North Quarter corner of Section Twenty-two (22), Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, thence South 0°00' along the West line of the North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of said Section Twenty-two (22), 272.3 feet to the point of beginning: thence North 90°00' East 414.6 feet; thence South 0°00' 417.6 feet; thence South 89°00' West 414.7 feet to the West line of said North Half; thence North 00°00' 414.8 feet to the point of beginning, containing 4.0088 acres, including 0.3387 acres of county road right of way; and EXCEPT commencing at a point 115.80 feet South of the North quarter corner of Section Twenty-two (22), in Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, thence continuing South 156.50 feet, thence East 414.60 feet, thence South 417.6 feet, thence North 89°00' East 189.20 feet, thence North 00°23' East 570.81 feet, thence West 607.59 feet to the point of beginning, containing 4.0006 acres including 0.1457 acres of county road right of way. Note: The West line of the North Half of the Northeast Quarter of Section Twenty-two (22), Township 76 North, Range 28 West of the 5th P.M., is assumed to bear due North and South

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.

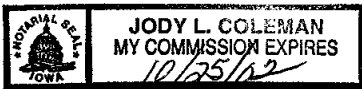
Executed this 19 day of April, 2008.

Griess Investment Co by Don H. Griess - partner
GRIESS INVESTMENT CO. By Don H. Griess, partner

GRANTOR(S)

STATE OF IOWA }
COUNTY OF Polk } ss:

On this 19 day of April, 2008, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Don H. Griess, 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.



Jody L. Coleman
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE