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FILED NO. **003019**

BOOK **2001** PAGE **3019**

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

COMPUTER   
RECORDED   
COMPARED

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

David L. Jurgemann, 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 One-half (N½) of Section Twenty-six (26), Township 74 North, Range 29 West of the 5<sup>th</sup> P.M., Madison County, Iowa, EXCEPT, Parcel "A", located in the Southeast Quarter of the Northeast Quarter of Section 26, Township 74 North, Range 29 West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows: Commencing at the East Quarter corner of Section 26, Township 74 North, Range 29 West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence North 0°00'00" East, 449.43 feet along the East line of the Northeast Quarter of said Section 26 to the Point of Beginning; thence North 0°00'00" East 676.62 feet along the East line of the Northeast Quarter of said Section 26; thence South 88°07'36" West 322.07 feet; thence South 0°00'00" West, 676.62 feet; thence North 88°07'38" East, 322.08 feet to the Point of Beginning. Said Parcel contains 5.000 acres, including 0.512 acres of County Road right of way.

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 29 day of September, 2000.

Ronald G. Woodley  
RONALD G. WOODLEY

Norma J. Woodley  
NORMA J. WOODLEY

GRANTOR(S)

STATE OF IOWA }  
COUNTY OF Madison } ss:

On this 29 day of September, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Ronald G. Woodley and Norma J. Woodley, 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.

**CATHRYN A. LACINA**  
MY COMMISSION EXPIRES  
1-19-2001

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE