

FILED NO. **003035**

BOOK **2001** PAGE **3035**

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**MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA**

REC \$ 10⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰
COMPUTER
RECORDED
COMPALED

David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #641-743-6195
(FHA Approved)

L I M I T E D E A S E M E N T

RE: See attached Exhibit "A"

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 23 day of May, 2001.


MARILYN ANN MYERS


CURTIS MYERS

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Polk) ss:

On this 23 day of May, 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Marilyn Ann Myers and Curtis Myers, wife and husband
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.

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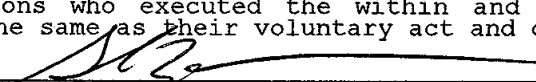

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE
My commission expires 6/21/03

Exhibit "A"

The Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Four (4), in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

The West One-half ($W\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Four (4), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

The Southeast Quarter ($SE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Four (4), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

The West 30 feet of the Northwest Quarter ($\frac{1}{4}$) of the Northwest Fractional Quarter ($\frac{1}{4}$) and a tract of land 30 feet square in the Northwest corner of the Southwest Quarter ($\frac{1}{4}$) of the Northwest Fractional Quarter ($\frac{1}{4}$) of Section 30, in Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa.

The North One-half ($N\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$); Southeast Quarter ($SE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) except the South One Thousand Two Hundred Ninety feet of the East Fifteen (15) feet in width thereof; Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) except the East Fifteen (15) feet in width thereof; and the Southeast Quarter ($SE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$); all in Section Twenty-five (25) Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

Southwest Quarter ($SW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Twenty-five (25), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

The East Fractional One-half ($E\text{ fr } \frac{1}{2}$) of Section Six (6) Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except one (1) acre in the Southeast corner thereof for school house lot.