

Douglas 45 Jan.

REC \$ 5.00  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00

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FILED NO. 000666  
BOOK 2002 PAGE 666  
2002 FEB - 8 PM 12:46

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: A parcel of land being a part of the former Chicago, Rock Island and Pacific Railroad Company's main line Right-of-Way, Described as land 200 ft. in width by 1235 ft. more or less, located in the South west Quarter of the Southwest Quarter (SW1/4SW1/4) of Section 14-76-28 West of the Principal Meridian, Madison County, State of Iowa; Containing 5.67 acres, more or less, as shown on Exhibit "A" attached hereto and by reference made a part hereof, said exhibit is neither offered as nor claimed to be survey, being solely a representation of premise conveyed. AND A tract of described as commencing at the Southwest corner of Section 14-76-28 thence East 391.7 ft. on South line of said Section, thence Northwesterly along West line of Chicago Rock Island and Pacific Railroad to a point 924.5 ft. North of the SW corner of Section 14-76-28 thence South 924.5 ft. to the point of beginning, being all that part of the SW1/4 of the SW1/4 lying West of Chicago, Rock Island and Pacific Railroad right of way containing 4.15 acres more or less.

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 2 day of July 2001

Madison County Coon Hunters Association:

X John Huddleson  
By John Huddleson President

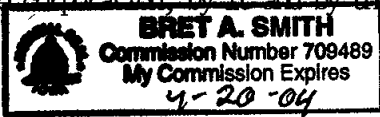
X Sonny Kneedler  
Sonny Kneedler Treasurer

GRANTOR(S)

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STATE OF IOWA )  
)Ss:  
COUNTY OF Madison

On this 2 day of July, 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: John Huddleson, Sonny Kneedler, to me personally known, who being by me duly sworn, did say that they are the President and Treasurer, respectively, of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that John Huddleson and Sonny Kneedler as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



X Bret A. Smith  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE