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FILED NO. 002584  
BOOK 2002 PAGE 2584  
2002 MAY 31 AM 11:16  
NICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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

COMPUTER   
RECORDED   
COMPARED

David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 52549 Phone #515-743-6195  
(FHA Approved)

L I M I T E D   E A S E M E N T

RE: Commencing at a point 398 feet East of the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-eight (28), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, thence East 554 feet, thence North 315 feet, thence West 554 feet, thence South 315 feet to the point of beginning.

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 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 13<sup>th</sup> day of June, ~~2000~~ 2001

Robert F. Murphy  
ROBERT F. MURPHY

Kay L. Murphy  
KAY L. MURPHY

GRANTOR(S)

\*\*\*\*\*

STATE OF IOWA )  
COUNTY OF Madison ) ss:

On this 13<sup>th</sup> day of June, ~~2000~~ 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Robert F. Murphy and Kay L. Murphy, 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.

Joyce E. Binns  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

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