

Scots &

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BOOK 2002 PAGE 2589

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REC \$ 10⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

COMPUTER ✓
RECORDED ✓
COMPARED ✓

MICKI UTSLER
RECORDER

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

MADISON COUNTY, IOWA

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

RE: A parcel of land described as beginning at the West Quarter Corner of Section Eleven (11), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, thence North 0°00' 460.0 feet; thence North 90°00' East 428.0 feet; thence South 0°00' 460.0 feet; thence North 90°00' West 428.0 feet to point of beginning, containing 4.520 Acres including 0.697 Acres of county road right-of-way. Note: The West line of the NW¼ of Section 11, Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa, 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 7th day of APRIL, 2002.

Arthur L. Jamison
ARTHUR L. JAMISON

Joni R. Jamison
JONI R. JAMISON

Jason R. Jamison
JASON R. JAMISON

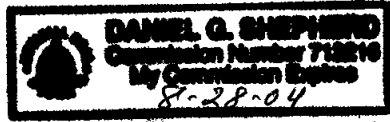
GRANTOR(S)

STATE OF IOWA)
COUNTY OF MADISON) ss:

On this 18th day of MARCH, 2002, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Arthur L. Jamison, A SINGLE PERSON
to me known to be the same and identical persons who executed the within and foregoing instrument, and acknowledged that ~~they~~ ^{he} executed the same as ~~their~~ ^{his} voluntary act and deed.

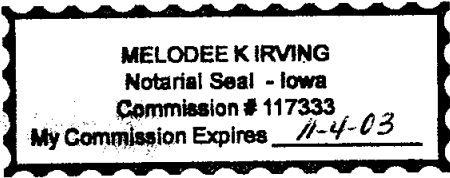
Daniel G. Shepherd
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE



STATE OF IOWA)
COUNTY OF LUCAS) ss:

On this 27 day of MARCH, 2002, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Joni R. Jamison, A SINGLE PERSON
to me known to be the same and identical persons who executed the within and foregoing instrument, and acknowledged that ~~she~~^{she} executed the same as ~~her~~^{her} voluntary act and deed.



Melodee K. Irving
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

STATE OF IOWA)
COUNTY OF UNION) ss:

On this 7th day of APRIL, 2002, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Jason R. Jamison, A SINGLE PERSON
to me known to be the same and identical persons who executed the within and foregoing instrument, and acknowledged that ~~he~~^{he} executed the same as ~~his~~^{his} voluntary act and deed.



Daniel G. Shepherd
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE