Webster 77

FILED NO. 002594

BOOK 2002 PAGE 2594

2002 MAY 31 AM 11: 17

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

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

COMPUTER ✓
RECORDED ✓
COMPARED ✓

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

LIMITED EASEMENT

RE:
The Southwest Quarter of the Southwest Quarter (SW ¼ SW ¼) of Section Nineteen (19) in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison, County, Iowa

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 31 day of Jan. 2002

Rodger Briney
(Rodger Briney)

Viola Briney
(Viola Briney)

GRANTOR(S)

****

STATE OF IOWA)
)Ss:
COUNTY OF Madison)

On this 31st day of January, 2002, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: **Rodger Briney & Viola Briney, Husband & 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.

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

DANIEL G. SHEPHERD
Commission Number 712216
My Commission Expires
5-24-04