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REC \$ 5<sup>00</sup>  
AUD \$  
R.M.F. \$ 1<sup>00</sup>

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FILED NO. 002610

BOOK 2002 PAGE 2610

2002 MAY 31 AM 11:18

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

NICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

LIMITED EASEMENT

RE: except the E 12 rods of the N 18 rods thereof;  
The Southwest Quarter (1/4) of the Northwest Quarter (1/4); the Northwest Quarter (1/4) of the Southwest Quarter (1/4) and the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirty-three (33) in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

Also, a tract of land described as Commencing at the Southeast corner of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-two (32), and running thence North 40 rods, thence West 33 rods and 15 feet, thence South 22 rods and 10 feet, thence in a Southeasterly direction in the center of the public highway to a point on the South line of said 40 acre tract, 15 rods West of the Place of beginning, thence East to the place of beginning, all in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5<sup>th</sup> 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 19 day of June 2001

x Ricky D Blair  
Ricky D. Blair  
aka Ricky Dwain Blair

x Vicky S. Blair  
Vicky S. Blair  
aka Vicky Sue Blair

GRANTOR(S)

STATE OF IOWA )

) Ss:

COUNTY OF Madison )



On this 19 day of June, 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared Ricky D. Blair and Vicky S. Blair, husband and wife (aka Ricky Dwain Blair & Vicky Sue Blair) 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.

Larry C Antisdel  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE