

Walnut 69

002623

FILED NO. _____
BOOK 2002 PAGE 2623

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

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NICKI 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)

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

RE: A parcel of land described as follows, to-wit: That part of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Seventeen (17), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the Northeast Corner of the Southeast Quarter (1/4) of said Section Seventeen (17), thence on an assumed bearing of South 00°00'00" East along the East line of the Northeast Quarter (1/4) of said Southeast Quarter (1/4) 596.22 feet to the North Right Of Way line of a Madison County Highway, thence North 84°33'30" West along said North Right of Way Line 188.15 feet to the Point of Beginning, thence continuing North 84°33'30" West along said North Right of Way Line 282.37 feet, thence South 00°00'00" East 572.90 feet, thence South 83°14'15" East 283.07 feet, thence North 00°00'00" East 579.46 feet to the North Right of Way Line of a Madison County Highway and 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 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 15 day of Aug, 2001.

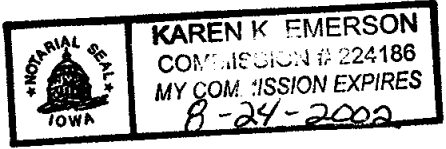
Betty J. Richardson
BETTY J. RICHARDSON

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Madison) ss:

On this 15 day of Aug, 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Betty J. Richardson, a single person
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.



Karen K Emerson
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE