

5/15/07

FILED NO. 004765

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2002 SEP 27 PM 12:20

COMPUTER	✓
RECORDED	✓
COMPARED	✓

REC \$ 5⁰⁰
 AUD \$
 R.M.F. \$ 1⁰⁰

MICKI UTSLER
 RECORDER
 MADISON COUNTY, IOWA

16
 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 West Thirty (30) Acres of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-six (36), in Township Seventy-four (74) North of Range Twenty-seven (27), West of the Fifth (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 20th day of JULY, 2001.

NOTE: THIS EASEMENT CORRECTS AND REPLACES THE EASEMENT RECORDED OCTOBER 5, 2000, IN BOOK 144 AT PAGE 260.

Danny Cook
 Danny Cook

Patricia Van Sickle
 Patricia Van Sickle

GRANTOR(S)

STATE OF IOWA)
)Ss:
 COUNTY OF MADISON)

On this 20th day of JULY, 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared DANNY COOK & PATRICIA VAN SICKLE 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.

GARY P. MARCHON
 NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

5-8-04