

FILED NO. 3725  
BOOK 2003 PAGE 3725  
2003 JUN 26 PM 12:59  
MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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

COMPUTER   
RECORDED   
COMPARED

544

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 South 32 Rods of the West 25 Rods of the Southwest Fractional Quarter (1/4) of Section Thirty-one (31), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., including the West 187 1/2 feet of the North 315 feet of the South 32 Rods of the West 25 Rods of the Southwest Fractional Quarter (1/4) of Section Thirty-one (31) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, subject to easement for public highway on the West side and easements of record.


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 5th day of MAY 2003.

  
(Ronald W. Welch aka Ronald Welch)

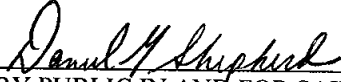
  
(Connie Welch)

GRANTOR(S)

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STATE OF IOWA )  
)Ss:  
COUNTY OF MADISON )

On this 5th day of MAY, 2003, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Ronald W. Welch aka Ronald Welch & Connie Welch, Husband & Wife, to me known to be the same and identical persons who executed the within and foregoing instrument, and acknowledged that <sup>they</sup> ~~she~~ executed the same as <sup>their</sup> ~~her~~ voluntary act and deed.

  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

  
DANIEL G. SHEPHERD  
Commission Number 712216  
My Commission Expires  
8-24-04