

MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA

COMPUTER   
RECORDED   
COMPARED

VE 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 North 30 rods of the East 16 rods of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section Twenty-six (26) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, subject to all covenants, restrictions 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, tapping and service line installation, 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 2<sup>nd</sup> day of November 2004

Keith D. Maynes  
(Keith D. Maynes)

Danette L. Maynes  
(Danette L. Maynes)

GRANTORS

\*\*\*\*\*  
(STATE OF IOWA)

Ss:  
(COUNTY OF POIK)

On this 2<sup>nd</sup> day of November, 2004, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Keith D. Maynes & Danette L. Maynes, 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.



Lori Draper  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE