

MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>

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

LIMITED EASEMENT

RE:  
The west Three Hundred (300) feet of the Northeast Quarter (NE ¼) and the West Three Hundred (300) feet of the Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼), all in Section Twenty-seven (27), Township Seventy-four (74) North, Range Twenty-seven (27) 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), 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, 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 describe 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 11-30 day of November 2004.

W. & E. Company

By William J. Reames President  
(William J. Reames, President, Secretary & Treasurer)

Secretary of the Association

GRANTOR(S)

STATE OF TEXAS  
COUNTY OF TARRANT

Ss:

On this 30 day of November 2004, before me, the undersigned, a Notary Public in and for the state of Texas, personally appeared William J. Reames to me personally known, who, being by me duly sworn, did say that he is the President, Secretary & Treasurer of the W. & E. Company, executing the foregoing instrument; that no seal has been procured for the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and William J. Reames acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.



Kelly Smith  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE