

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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

Prepared by & Return to: David L. Jungmann, P.C., 113 W. Iowa, P.D. Box 329, Greenfield, IA 50849 Phone #641-743-6195
(FHA Approved)

LIMITED EASEMENT

RE:

A tract of land commencing at the Northwest corner of the South 80 Acres of the North 160 Acres of the Fractional West Half (1/2) of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison county, Iowa, thence East 297 feet, thence South 642 feet, thence West 297 feet, thence North 642 feet to the point of beginning, subject to easements and conveyances for highway purposes.

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 initial construction and thereafter to use operate, tap & install service lines, inspect, repair, maintain, replace, remove and improve water pipelines 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, 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 13 day of Jan 2006

A. C. Construction, an Iowa Corporation

By: [Signature]
(Harold E. Allen Jr., President)

GRANTOR(S)

STATE OF IOWA)

COUNTY OF CLARKE Ss:
MADISON

On this 13 day of January 2006, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Harold E. Allen Jr., to me personally known, who, being by me duly sworn, did say that he is the sole officer of the corporation, 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 Harold E. Allen Jr. acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by him and as the fiduciary voluntarily executed.

[Signature]
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

