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MICHELLE UTSLER. COUNTY RECORDER MADISON 10WA

> COMPUTER RECORDED. COMPARED

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

LIMITED EASEMENT

Parcel B - That part of the Northwest Quarter of the Southeast Quarter (NW-1/4SE-1/4) of Section Sixteen (16), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the center of said Section 16 as the Point of Beginning; thence S89°48'30" E 380.00 feet along the North line of the Southeast Quarter (SE 1/2) of said Section 16; thence S00°00'00" W 687.79 feet; thence N89°48'30" W 380.00 feet; thence N00°00'00" E 687.79 feet to the Point of beginning. Said parcel contains 6.00 acres, more or less, of which 0.35 acres is existing Madison County Road Right-of-Way.

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

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 30(Marc A. Ridout) GRANTORS (STATE OF IOWA) Ss: (COUNTY OF Madison)

On this 30 day of June, 2006, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared Marc A. Ridout & Amber Ridout, 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.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

June 28, 2007 My Commission Expires Commission Number 165572 CATHERINE ANNE WELTHA