Document 2007 1655

Book 2007 Page 1655 Type 06 001 Pages 1 Date 4/24/2007 Time 11:11 AM 1ND> 1/ Rec Amt \$7.00

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LISA SMITH, COUNTY RECORDER MADISON IOWA

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January 3, 2003

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

LIMITED EASEMENT

RE: Parcel "C" in the Southeast Quarter of the Southeast Quarter of Section 19, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows: Beginning at the Southeast Corner of Section 19, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, thence North 00°17'36" West 467.62 feet along the East line of the Southeast Quarter of the Southeast Quarter, thence South 88°04'26" West 810.50 feet; thence South 09°12'06" East 300.00 feet; thence South 53°29'48" West 235.86 feet to a point on the South line of said Southeast Quarter of the Southeast Quarter; thence South 89°47'08" East 1050.00 feet to the Point of Beginning containing 9.052 acres including 0.664 acres of 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), 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 24 day of August (Deborah S. McDonald) (STATE OF IOWA) (COUNTY OF MADISON) On this 240 day of August, 2002, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared Bryan D. McDonald & Deborah S. McDonald, 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. 1. St. July to the constants to there we **MICHELLE BASTIAN** Commission Number 159036 My Commission Expires PUBLIC IN AND FOR SAID COUNTY AND SAID STATE