

FILED NO. 2440
 BOOK 138 PAGE 361
 97 DEC 31 PM 12:39
 MICHELLE UTSLIN
 RECORDER
 MADISON COUNTY, IOWA

COMPUTER
 RECORDED
 COMPARED
 REC \$ 500
 AUD \$ _____
 RMF \$ 100

v
 David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #515-743-6195
 (FHA Approved)

L I M I T E D E A S E M E N T

RE
 The Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-Six (26) Township Seventy-Four (74) North, Range Twenty-Eight (28) West of the 5th P M Madison County, Iowa. EXCEPT a Tract of land commencing at the intersection of the East boundary line of the present Federal Highway No 169 and the North line of the present county road near the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-six (26), Township Seventy-Four (74) North, Range Twenty eight (28) West of the 5th P.M Madison County, Iowa and running thence East 260 feet thence North 200 feet, thence West 260 feet , thence South 200 feet to the point of beginning

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, 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 17th day of October, 1997

Coleen Williams
 Coleen Williams
Donald A. Williams
 Donald A. Williams

GRANTOR(S)

STATE OF Iowa)
 COUNTY OF Union) ss

On this 17th day of October, 1997, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared

Coleen Williams + Donald A. Williams
 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

NOTARY PUBLIC
 MY COMMISSION EXPIRES
 March 13, 1998
Kay Smith

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