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FILED NO. 1455  
BOOK 536 PAGE 232  
DODGE 11

(FHA Approved)

COMPUTER   
RECORDED   
COMPARED

LIMITED EASEMENT 92 DEC 23 AM 8:58

JEAN RICHARDSON  
RECORDER  
UNION COUNTY IOWA

RE: West One-half of Southeast Quarter (W $\frac{1}{2}$  SE $\frac{1}{4}$ ); Northeast One-fourth of Northeast Quarter (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ) except that part lying East of the highway; of Section 4, Township 73 North, Range 29 West of 5th P.M., UNION COUNTY, IOWA: AND

East One-half of Southeast Quarter (E $\frac{1}{2}$  SE $\frac{1}{4}$ ) of Section 33, Township 74 North, Range 29 West of 5th P.M., MADISON COUNTY, IOWA.

STATE OF IOWA, ss. Inst. No. 2681 Filed for Record this 7th day of April 19 94 at 4:20 PM  
MADISON COUNTY, Book 132 Page 642 Recording Fee \$ 5.00 Michelle Uisler, Recorder, By Betty M. Nicks Deputy  
RM Fee 1.00

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 1<sup>st</sup> day of December 1992

Patricia K. Gillespie  
Patricia K. Gillespie  
Houston Gillespie  
Houston Gillespie

12 23 92  
1 5.00  
R 5.00  
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GRANTOR(S)

STATE OF IOWA )  
COUNTY OF Union ) ss:

On this 1 day of December, 19 92, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:  
Patricia K. Gillespie and Houston Gillespie, wife and husband;

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.



Joanne Hanthorn  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE