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Fee Amount: \$7.00 Revenue Tax:

LISA SMITH RECORDER Madison County, lowa SCAN
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2000 DEC -6 AMII: 31

MICKI <mark>UTSLER</mark> RECORDER PISON COUNTY, 10WA

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

INDX 1

**ANNO** 

## CORRECTED LIMITED EASEMENT

RE:

The West 984.02 feet of the SW ¼ of the SE ¼ of Section 21, Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

## Miseasement is to correct the legal description of the easement filed 12-6-2000 Box HH Ruf 52:

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:

I. 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 appurenances in good repair so that damage to adjacent real estate of Owner(s), if any damage there be, will

On this The day of Nav., 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Sammie E. Pettit and Porothy L. Pettit as hus band and 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.

CATHRYN A. LACINA
PY CAMISSON EXPIRES

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE