REC $ 5.00
AUD $
R.M.F. $ 1.00

COMPUTER ✓
RECORDED ✓
COMPARED

FILED NO. 006274
BOOK 144 PAGE 51
2000 OCT -5 PM 1:06
MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

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 South Half (S½) of the Southeast Quarter and the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) in Section Two (2) all in Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, except that part thereof heretofore conveyed to the State of Iowa for Highway purposes.

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 22nd day of MAY, 2000.

James D McDonald
JAMES D. MCDONALD

Beverly J McDonald
BEVERLY MCDONALD

GRANTOR(S)

****

STATE OF IOWA)
) ss:
COUNTY OF MADISON)

On this 22nd day of MAY, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared James D. McDonald and Beverly McDonald, husband 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.

Michelle Utsler
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

NOTARIAL SEAL IOWA
MICHELLE UTSLER
MY COMMISSION EXPIRES
1-7-03