

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

COMPUTER ☒
RECORDED ☒
COMPARED _____

MICKI UTSLER
RECORDER

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

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

RE: A parcel of land described as commencing at the East Quarter (1/4) corner of Section Twenty-eight (28), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence North 0°00' along the east line of the Northeast Quarter (1/4) of said Section Twenty-eight (28) 651.9 feet to the point of beginning; thence continuing North 0°00' 547.5 feet; thence South 88°52' West 364.2 feet; thence North 42°29' West 609.9 feet; thence North 78°57' West 86.1 feet; thence South 42°50' West 419.3 feet; thence South 29°12' West 791.7 feet to the south line of the North Half (1/2) of the South Half (1/2) of the Northeast Quarter (1/4) of said Section Twenty-eight (28); thence South 89°42' East 1,532.3*

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.

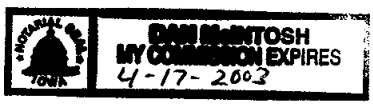
Executed this 25 day of April, 2000.

Robert P. Swanson
ROBERT P. SWANSON

Kathy A. Swanson
KATHY A. SWANSON

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Madison) ss:



On this 25 day of April, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Robert P. Swanson & Kathy A. Swanson - 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.

Dan McIntosh

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

sirwa.sirwa.eas

*feet to the point of beginning and containing 22.2990 acres including 0.4313 acres of County Road Right-of-Way.