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FILED NO. _____

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HICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 5⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

COMPUTER ✓
RECORDED ✓
COMPARED

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

LIMITED EASEMENT

RE:

Lot 4 of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ containing 26.61 acres, except that part thereof lying and being S. and E. of Middle River as the same runs through said tract; and Lot 2 of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ containing 9.15 acres; and Lot 6 of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ containing 34 acres; and S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$; and Lot 2 of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ containing 5 acres; and Lot 2 of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ containing 5.75 acres, all in Sec. 12-75-28, Madison County, Iowa, and 3 acres in NW. corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 13-75-28 being all that part of NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 13 lying N. and W. of Middle River, Madison County, Iowa.

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:

1. 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

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 26 day of May 2000.

Hester Hurst Residuary Trust
Earlham Savings Bank, Trustee
Earlham, Iowa 50072

Vernon L. Geiger, Trust officer

GRANTOR(S)

STATE OF IOWA

)Ss:

COUNTY OF Dallas)

On this 26 day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Vernon L. Geiger.

to me known to be the same and identical persons who executed the within and foregoing instrument, and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

