

GR8  
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FILED NO. \_\_\_\_\_  
BOOK 144 PAGE 129  
2000 OCT -5 PM 1:11

REC \$ 10<sup>00</sup> COMPUTER ✓  
AUD \$ \_\_\_\_\_ RECORDED ✓  
R.M.F. \$ 1<sup>00</sup> COMPARED \_\_\_\_\_

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 of the Northwest Quarter of Section 4, Township 74 North, Range 29 West of the 5<sup>th</sup> P.M., Madison County, Iowa, (except a 10 acre tract in the Southwest corner thereof previously deeded to Louis D. Rater and Rosalee Anne Rater described as: Commencing at the West Quarter (W¼) corner of Section Four, Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M., Madison County, Iowa, thence North 90°00' East 1205.8 feet, thence North 00°00' 331.5 feet, thence North 87°80' West 1198.9 feet to the West line of said Section Four, thence South 1°14' West 391.4 feet to the point of beginning).

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 22 day of August, 2000.

Georgena Breakenridge  
GEORGENA BREAKENRIDGE

Ralph Breakenridge  
RALPH BREAKENRIDGE

Tracy Faust  
TRACY FAUST  
f/k/a Tracy Breakenridge

Dennis Faust  
DENNIS FAUST

GRANTOR(S)

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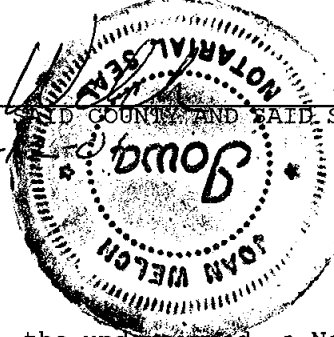
STATE OF IOWA )  
COUNTY OF Madison ) ss:  
On this 29<sup>th</sup> day of August, 2000, before me, the undersigned, a Notary  
Public in and for the aforesaid County and State, personally appeared:  
Ralph Breakenridge and Georgena Breakenridge, husband and wife  
to me known to be the same and identical persons who executed the within and foregoing  
instrument, and acknowledged that they executed the same as their voluntary act and deed.



Ruby Patterson  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

STATE OF IOWA )  
COUNTY OF Madison ) ss:  
On this 22 day of August, 2000, before me, the undersigned, a Notary  
Public in and for the aforesaid County and State, personally appeared:  
Tracy Faust and Dennis Faust, 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.

Joan Welch  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE  
Exp 1-1-01



STATE OF IOWA )  
COUNTY OF \_\_\_\_\_ ) ss:  
On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me, the undersigned, a Notary  
Public in and for the aforesaid County and State, personally appeared:  
\_\_\_\_\_  
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.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE