

2000 OCT -5 PM 1:15

COMPUTER ☒
RECORDED ☒
COMPARED _____

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

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: All that part of the Northwest Quarter of the Northeast Quarter of Section 14, in Township 74 North, Range 28, West of the 5th P.M., lying and being South and West of the following described line: Commencing at a point South, 20°57' East, 476.3 feet from a point in the center of the public highway which is 2389.1 feet South of the corner stone at the center of Section 11, said Township and Range, running thence South 2°58' East, 491.7 feet, thence South 84°33' East, 237 feet, thence South, 68°18' East, 205.4 feet, thence North 87°50' East, 202.7 feet, thence South, 67°18' East, 278 feet, thence South 48°26' East, 409 feet, thence South, 1°46' East, 383.3 feet to the center of the established East and West *

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

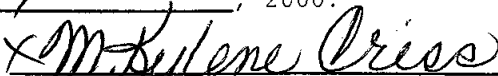
2. Once such water pipeline and any necessary appurtenances thereto are installed and operating, then this easement (except the general rights of ingress and egress) shall be automatically reduced in scope to a width of thirty feet, the centerline of which shall be the water pipeline and any necessary 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 4 day of May, 2000.



EDWARD E. CRISS



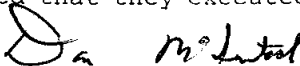
M. KYLENE CRISS
a/k/a Margaret Kylene Criss

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Madison) ss:



On this 4 day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Edward E. Criss
M. Kylene Criss, aka Margaret Kylene Criss, 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.



NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

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*highway at the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 14; and the South Half of the Northeast Quarter of Section 14, in Township 74 North, Range 28, West of the 5th P.M., Madison County, Iowa, subject to any and all easements and subject to legally established highways.