

006406
FILED NO. _____
BOOK 144 PAGE 200
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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

LIMITED EASEMENT

RE: The East Half ($E\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Thirty-three (33), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except a parcel of land described as commencing at the South Quarter corner of Section 33, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa, thence N.00°00' along the East line of the Southwest Quarter ($SW\frac{1}{4}$) of said Section 33 1,395.5 feet to the Point of Beginning; thence N.90°00'W. 275.0 feet; thence N.1°42'E. 572.3 feet; thence N.90°00'E. 258.0 feet to the East line of the $SW\frac{1}{4}$ of said Section 33; thence S.00°00' 572.0 feet to Point of Beginning containing 3.4995 Acres including 0.2298 Acres of County Road *

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 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 23rd day of May 2000.

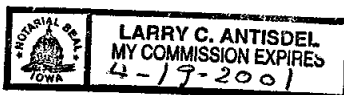
X Jon Peterson
JON PETERSON
JON PETERSON

X Vicky Daniel
VIRGINIA L DANIEL
A/K/A VICKY DANIEL

GRANTOR(S)

STATE OF IOWA

)Ss:



COUNTY OF Madison

On this 23rd day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Jon Peterson and Vicki Daniel, 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.

Larry C Gutzwiller

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

*Right-of-Way and being a part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 33, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa; containing 76.5 Acres, more or less.