

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

COMPUTER ✓
RECORDED ✓
COMPARED

FILED NO. 006411
BOOK 144 PAGE 206
2000 OCT -5 PM 1:16

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

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

LIMITED EASEMENT

RE: A tract of land in the North Half (½) of the Southeast Quarter (¼) of Section Four (4), in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Center of Section Four (4), in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence, along the North line of the Southeast Quarter (¼) of said Section Four (4), North 90 degrees 00'00" East 452.86 feet to the point of beginning, thence continuing along said North line, North 90 degrees 00'00" East 1,072.01 feet; thence South 10 degrees 45'58" West 1,105.41 feet along the *

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 Russell E. Faux
RUSSELL FAUX
A/K/A Russell E. Faux

x Barbara J. Faux
BARBARA FAUX
a/k/a Barbara J. Faux

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Madison)Ss:

On this 23 day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Russell E. and Barbara J. Faux as husband and wife, aka Russell Faux and Barbara Faux 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.

Cathryn A. Spacina Expires 1-19-2001
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

*westerly right of way line of a county road; thence North 89 degrees 11'05" West 536.15 feet; thence North 16 degrees 59'16" West 1,127.52 feet to the point of beginning, said tract of land contains 19.969 Acres.