

REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

COMPUTER ✓
RECORDED ✓
COMPARED _____

FILED NO. 006832
BOOK 144 PAGE 303

2000 NOV -2 PM 3:11

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: Parcel "A", located in the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section One (1), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 18.274 acres, as shown in Plat of Survey filed in Book 3, Page 501 on October 22, 1999, in the Office of the Recorder of 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 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 22nd day of August 2000.

x Raylene T. Bush
RAYLENE T. BUSH
a/k/a Raylene Bush

x Stephen Bush
STEPHEN BUSH

GRANTOR(S)

STATE OF IOWA)

)Ss:

COUNTY OF MADISON)

On this 22 day of August, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Raylene T. Bush and Stephen Bush, 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.

Joann M. Houston
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE
JO ANN M. HOUSTON
Joann M. Houston