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FILED NO. _____
BOOK 144 PAGE 498
2000 DEC -6 AM 11:29
MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

COMPUTER ✓
RECORDED ✓
COMPARED _____

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 East Half(½) of the Southeast Quarter (¼) of Section Twenty-five (25), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, Except Parcel "A", located in the Southeast Quarter of the Southeast Quarter of Section 25, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Southeast corner of Section 25, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa; thence North 0°14'21" West along the East line of the Southeast Quarter of said Section 25, 685.90 feet; thence South 88°39'04" West, 164.08 feet; thence North 33°50'55" West, 215.79 feet; thence South 43°18'44" West, 410.05 feet; thence South 56°02'48" East, 155.95 feet; thence South 0°17'29" East, 475.80 feet to a point on the South line of said Section 25; thence North 90°00'00" East along the South line of said Section 25, 436.60 feet to the Point of Beginning. Said Parcel contains 7.770 acres, including 0.383 acres of County Road right-of-way.

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 9th day of August, 2000.

Ronald Woodley
RONALD WOODLEY

Norma J. Woodley
NORMA J. WOODLEY

GRANTOR(S)

STATE OF Iowa)
COUNTY OF Madison) ss:

On this 9th day of August, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Ronald Woodley and Norma J. Woodley, 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.



Michelle L. Cleghorn
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE