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FILED NO. _____

BOOK 144 PAGE 501

2000 DEC -6 AM 11:30

COMPUTER ✓
RECORDED ✓
COMPARED _____

REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

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: The East One-half (E½) of the Southwest Quarter (SW¼) and the West One-half (W½) of the Southeast Quarter (SE¼), Section Four (4), Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa.
AND, The Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) and the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Twenty-five (25) in Township Seventy-five (75) North, Range Thirty (30) West of the 5th P.M., Adair County, Iowa, EXCEPT Parcel "A" in the Southeast Quarter of the Northeast Quarter of said Section 25 more particularly described as follows: Beginning at the East Quarter corner of said Section 25, thence North 443.50 feet to the point of beginning; thence S90°00'00"W 280.24 feet; thence N52°54'37"W 68.99 feet; thence N00°00'00"E 231.97 feet; thence N90°00'00"E 12.00 feet; thence N00°00'00"E 594.93 feet; thence N89°32'21"E 322.92 feet; thence S00°00'00"W 868.45 feet to the point of beginning. Provided, however, that the easement on the Adair County land shall only be valid if construction is performed after crops have been removed by the tenant.

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 18 day of August, 2000.

Rodger Briney
RODGER BRINEY

Viola Briney
VIOLA BRINEY

GRANTOR(S)

STATE OF Iowa)
COUNTY OF Madison) ss:

On this 18 day of August, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Rodger Briney and Viola Briney, 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.



Karen K. Emerson
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE