

Webster 97

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BOOK 144 PAGE 517
2000 DEC -6 AM 11:31

REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

COMPUTER ✓
RECORDED ✓
COMPARED ✓

NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #641-743-6195
(FHA Approved)

L I M I T E D E A S E M E N T

RE: The Northwest Quarter of the Northwest Quarter of Section Twenty-nine (29) and the South Half of the North Half of Section Twenty-nine (29) and the Northeast Quarter of the Southwest Quarter, except a right of way across the Southeast corner thereof, of Section Twenty-nine (29); all in Township 75 North, Range 29 West of the 5th P.M., 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), 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 10 day of NOV., 2000.

Mildred B Busch JAB James A Busch
MILDRED B. BUSCH by James A. Busch, POA

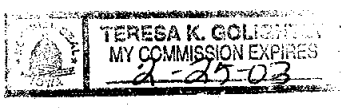
GRANTOR(S)

STATE OF IOWA

COUNTY OF MADISON

} ss:

On this 10th day of November, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared James A. Busch, to me known to be the same and identical person who executed the within and foregoing instrument, and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.



Teresa K Golin
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE