

FILED NO. **000611**
 BOOK **2001** PAGE **611**
 2001 FEB 23 PM 2: 57

REC \$ 5⁰⁰
 AUD \$ 1⁰⁰
 R.M.F. \$ 1⁰⁰
 COMPUTER ✓
 RECORDED ✓
 COMPARED ✓

MICKI 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: A tract of land described as Commencing at the Northeast Corner of the Northeast Quarter (¼) of Section One (1), thence West along the North line of said quarter section to the East line of the County Road running North and South which is the point of beginning; thence commencing South 146 feet, thence East 141 feet, thence South 223 feet, thence East 211 feet, thence North 369 feet, more or less, to the North line of said quarter section, thence West along the North line of said quarter section 352 feet, more or less, to the point of beginning, all in Township Seventy-five (75) North, Range Twenty-nine (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 19th day of Dec., 2000.

Jacqueline Devore
 JACQUELINE DEVORE

GRANTOR(S)

STATE OF IOWA)
 COUNTY OF Madison) ss:

On this 19th day of Dec., 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared Jacqueline Devore, single, 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.

Ruby Patterson
 NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

