

FILED NO. **000612**
 BOOK **2001** PAGE **612**
 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 #515-743-6195
 (FHA Approved)

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

RE: The West Half of the Fractional Northeast Quarter; fractional North Half of the Northwest Quarter; Southeast Quarter of the Northwest Quarter; North one-fourth of the Southwest Quarter of the Northwest Quarter and a tract of land described as follows: Commencing at a point 17 rods and 14½ feet North of the Southeast corner of the Southwest Quarter of the Northwest Quarter, and running thence North 42 rods and 2 feet, thence West about 80 rods to the North Bank of Middle River, thence down said North Bank to said Middle River to a point 35 rods West of the Place of Beginning, thence East 35 rods to the place of beginning; except all that part of the Northwest fractional Quarter of the Northeast Quarter which lies North of the public highway running thru the same and containing 10¼ acres, more or less; and the Northwest Quarter of the Southeast Quarter all in Section Five (5), 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 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 4th day of Dec., 2000.

MIDWEST ROCK PRODUCTS, INC. BY:

Mark A. Schildberg
 Mark A. Schildberg, President

GRANTOR(S)

STATE OF Iowa)
 COUNTY OF Adair) ss: On this 4th day of December, 2000, before me, a
 Notary Public in and for the aforesaid County and State, personally appeared:

Mark A. Schildberg, President, to me personally known, who being by me duly sworn, did say that he is the President of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Mark A. Schildberg as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Jane M. Juelsgaard
 NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

