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LR10

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2001 FEB 23 PM 2:59

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

COMPUTER ☒
RECORDING ☒
CORRECTIONS ☐

David L. Sundmann, 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: Parcel 1: The West Half (W½) of the Northwest Quarter (NW¼) of Section Eleven (11) Township Seventy-four (74) 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 2 day of November, 2000.

Rachel Whitworth, trustee
RACHEL WHITWORTH TRUST
RACHEL WHITWORTH, TRUSTEE

Milford L. Whitworth, trustee
RACHEL WHITWORTH TRUST
MILFORD L. WHITWORTH, TRUSTEE

Rachel Whitworth, trustee
MILFORD L. WHITWORTH TRUST
RACHEL WHITWORTH, TRUSTEE

Milford L. Whitworth, trustee
MILFORD L. WHITWORTH TRUST
MILFORD L. WHITWORTH, TRUSTEE

GRANTOR(S)

STATE OF Utah)
COUNTY OF Cache) ss:

On this 2 day of Nov, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared Rachel Whitworth, Trustee and Milford L. Whitworth, Trustee, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that the persons, as the fiduciaries, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Diane Hadfield
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

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