

REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

SEARCHED ☒
RECORDED ☒
INDEXED ☒
COMPARED ☒

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David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #515-743-6195
(FHA Approved)

NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

LIMITED EASEMENT

RE: That part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at the Southwest corner of the SE $\frac{1}{4}$ of said Section 14; thence on an assumed bearing of N 01°01'15" East along the West line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 14 a distance of 697.51 feet; thence S 86°44'25" East 390.22 feet; thence N 88°28'15" East 88.04 feet; thence N 69°03'50" East 114.35 feet; thence S 79°42'52" East 138.33 feet; thence S 06°42'27" West 232.19 feet; thence S 25°20'02" West 48.28 feet; thence S 89°40'53" West 224.74 feet; thence S 01°53'17" West 418.46 feet to the South line of the SE $\frac{1}{4}$ of said Section 14; thence N 90°00'00" West along said South line 446.62 feet to the Southwest corner of the SE $\frac{1}{4}$ of said Section 14 and the point of beginning. Said tract *

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), transfers) 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 16 day of June 2000.

x Duane G Cooper
DUANE G. COOPER

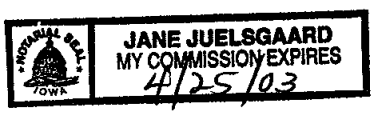
x Cammie L Cooper
CAMMIE L. COOPER

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Madison)Ss:

On this 16 day of June, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Duane G Cooper & Cammie L. Cooper, husband & 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.

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



*contains 8.73 acres and is subject to a Madison County Highway Easement over the Southerly 0.34 acres thereof.