

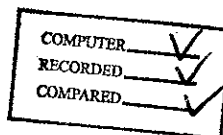
1019

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2004 MAR -9 AM 11: 50

REC \$ 5<sup>00</sup>  
 AUD \$ 5<sup>00</sup>  
 R.M.F. \$ 5<sup>00</sup>



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)

### LIMITED EASEMENT

RE: Commencing at a point 470 feet North of the Southeast Corner of the South Half (S ½) of the Northwest Quarter (NW ¼) of Section Twenty-five (25), Township Seventy-six (76) North Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, thence West 385 feet; thence North approximately 570 feet to the centerline of the creek channel as the same presently flows through said premises, thence East along the centerline of said creek channel to the center of the public road along the East side of the said South Half (S ½) of the Northwest Quarter (NW ¼); thence South along the center of said public road to the point of beginning, containing in all approximately five (5) acres.

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 14<sup>th</sup> day of FEB, 2004

Donald W. Palmer  
 (Donald W. Palmer)

Illia Palmer  
 (Illia Palmer)

### GRANTOR(S)

\*\*\*\*\*  
 (STATE OF IOWA)

Ss:

(COUNTY OF MADISON)

On this 14<sup>th</sup> day of FEB, 2004, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Donald W. Palmer & Illia Palmer, 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.



[Signature]  
 NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE