

Lincoln 85 Feb 2

REC \$ 5^e
AUD \$ 1^e
R.M.F. \$ 1^e

COMPUTER ☒
RECORDED ☒
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David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #641-743-6195
(FHA Approved)

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

LIMITED EASEMENT

RE:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, AND RUNNING THENCE WEST 40 RODS, THENCE SOUTH 20 RODS, THENCE WEST 12 4/5 RODS, THENCE SOUTHWEST ALONG MIDDLE RIVER 67 RODS 5 LINKS TO THE SOUTH LINE OF SAID 40-ACRE TRACT, THENCE EAST ON SAID LINE TO THE SOUTHEAST CORNER OF SAID 40-ACRE TRACT, THENCE NORTH ON THE EAST LINE THEREOF TO THE PLACE OF BEGINNING; ALSO THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, AND RUNNING THENCE EAST 105 RODS, THENCE NORTH 22 7/8 RODS, THENCE WEST 105 RODS, THENCE SOUTH 22 7/8 RODS TO THE PLACE OF BEGINNING, ALL IN TOWNSHIP 75 NORTH, RANGE 28, 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), 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 10th day of Oct 23 2001.

Loren E. Daleske
Loren E. Daleske aka Lorenz Daleske

Donna Daleske
Donna Daleske

GRANTOR(S)

STATE OF IOWA)

)Ss:

COUNTY OF Madison)

On this 23rd day of October, 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Lorenz Daleske aka Lorenz E. Daleske husband & Donna Daleske wife, to me known to be the same and identical persons who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Nelly Rodden
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE
Cerro Gordo Iowa