Linden 16

REC $ 5.00
AUD $
R.M.F. $ 1.00

COMPUTER ✓
RECORDED ✓
COMPARED ✓

FILED NO. 002597
BOOK 2002 PAGE 2597
2002 MAY 31 AM 11:17
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: Parcel "A" located in the East 544.50 feet of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) and the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty-four (34), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 14.760 acres, as shown in Plat of Survey filed in Book 3, Page 76 on July 31, 1977, in the Office of the REcorder of 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 16th day of July 2001

x Mike Caudle 7/16/01 — MIKE CAUDLE

x Doreen M Caudle 7/16/01 — DOREEN M. CAUDLE

GRANTOR(S)

****

STATE OF IOWA)
)Ss:
COUNTY OF Union)

NOTARIAL SEAL IOWA — LARRY C. ANTISDEL MY COMMISSION EXPIRES 6-19-01

On this 16 day of July, 20__, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Mike Caudle and Doreen M. Caudle, husband and 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.

Larry C Antisdel
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE