

REC \$ 5⁰⁰
AUD \$
R.M.F. \$

COMPUTER ☒
RECORDED ☒
COMPARED ☒

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

LIMITED EASEMENT

RE: A parcel of land described as beginning at the Northwest corner of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Fifteen (15), in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence West 111.6 feet; thence South 6° 13' West 513 feet; thence South 46° 30' East 54.1 feet to the centerline of a county road; thence North 42° 15' East 739.2 feet to the North line of the Southeast Quarter (1/4) of said Section Fifteen (15), thence West 369.1 feet to point of beginning, containing 3.273 acres including 0.592 acres of county road right-of-way.

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 7 day of August 2001

X Sherry McBroom
Sherry McBroom

X Brett McBroom
Brett McBroom
GRANTOR(S) aka Brett A. McBroom

STATE OF IOWA)

)Ss:

COUNTY OF Madison)



On this 7 day of August, 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Sherry McBroom + Brett McBroom, wife and husband, aka Brett A. McBroom, 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