

REC \$ 5⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

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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)

ALIMITED EASEMENT

RE: That part of the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) of Section Fourteen (14), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at the northwest corner of the northeast Quarter of the Southeast Quarter of said Section 14; thence on an assumed bearing of N90°00'00"E along the North line of said Northeast Quarter of the Southeast Quarter a distance of 860.50 feet; thence S30°31'00"W 750.41 feet; thence N90°00'00"W 486.74 feet to the west line of said Northeast quarter of the Southeast Quarter; thence N00°38'47"E along said west line 646.50 feet to the northwest corner of said Northeast Quarter of the Southeast Quarter and the point of beginning. Said tract contains 10.00 acres and is subject to Madison County Highway Easements over the westerly 0.96 acres thereof.

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.

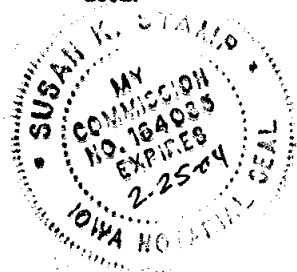
Executed this 10 day of OCTOBER 2002.


(Donald W. Hutchinson)


(Janece M. Hutchinson)
GRANTOR(S)

STATE OF IOWA)
COUNTY OF Polk)
Ss:

On this 10 day of OCTOBER, 2002, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Donald W. Hutchinson & Janece M. Hutchinson, 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.




NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE