

REC \$ 5⁰⁰
AUD \$ 5⁰⁰
R.M.F. \$ 5⁰⁰

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FILED NO. _____
BOOK 2003 PAGE 5277
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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

16/
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 tract of land in the Southeast Quarter of the Southeast Quarter (Se 1/4 SE 1/4) of Section Twenty-nine (29) in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Southeast Corner of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section Twenty-nine (29), in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence along the South line of said Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4), N.90°00'00"W. 533.66 feet to the point of beginning, thence continuing along said South line, N.90°00'00"W. 554.70 feet, thence N.00°10'42"W. 305.33 feet, thence S.89°48'19"E. 554.71 feet, thence S.00°10'42"E. 303.44 feet to the point of beginning, said tract of land contains 3.876 Acres including 0.421 Acres of County Road Right of Way AND

All right, title, and interest in and to an easement shown in a Quit Claim Deed dated July 15, 1992 and filed July 20, 1992, in Deed Record 130, Page 198 of the Recorder's office of Madison County, Iowa AND all right, title and interest in and to an easement shown in a Quit Claim Deed dated July 9, 1992, and filed July 20, 1992 in Deed Record 130, Page 199, and a Quit Claim Deed dated July 15, 1992, and filed July 20, 1992, in Deed Record 130, Page 201 of the Recorder's office 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 11 day of August 2003.

Joyce A. Wilson
(Joyce A. Wilson)

GRANTOR(S)

STATE OF IOWA)

Ss:

COUNTY OF MADISON)

On this 11th day of August, 2003, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Joyce A. Wilson, a single person
to me known to be the same and identical persons who executed the within and foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

NANCY STEFANI
Notarial Seal - Iowa
Commission # 221109
My Commission Expires 2-22-05

Nancy Stefani
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE