

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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Prepared by & Return to: 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 in the Southeast Quarter of the Southeast Quarter of Section 31, in Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Southeast corner of Section 31, in Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa, thence along the East line of the Southeast Quarter of said Section 31, North 00°00'00", 558.26 feet, thence North 89°55'28"W 234.09 feet, thence South 00°00'00", 558.26 feet to the South line of said Southeast Quarter, thence along said South line South 89°55'28"E 234.09 feet to the Point of Beginning, said Parcel of land contains 3 acres including 0.66 acres of county road right of way, and a 20 foot wide well and water line easement being 10 feet wide on both sides of the following described centerline: Commencing at the Southeast corner of Section 31, in Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa, thence North 89°55'28"W, 234.09 feet, thence North 00°00'00", 435.97 feet to the point of beginning, thence North 59°10'15"W, 615.38 feet to a point 10 feet beyond the well, Madison County, Iowa, Less than Except that part used for roads – subject to Easements, Restrictions, Reservations and Covenants of Record, if any.

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), transfer(s) 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 initial construction and thereafter to use operate, tap & install service lines, inspect, repair, maintain, replace, remove and improve water pipelines 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, 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 25 day of October 2005.

Jeffery Paul Eslinger
(Jeffery Paul Eslinger, aka Jeffrey Paul Eslinger aka Jeff Eslinger)

Wendi L. Eslinger
(Wendi L. Eslinger aka Wendy L. Eslinger)

GRANTORS

(STATE OF IOWA)

Ss:

(COUNTY OF MADISON)

On this 25th day of OCTOBER, 2005, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Jeffery Paul Eslinger and Wendi L. Eslinger, husband & wife 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.

Rhonda L. Campbell
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

