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Fee Amount: \$12.00

Revenue Tax:

LISA SMITH RECORDER

Madison County, Iowa

INDX ✓
ANNO ✓
SCAN ✓
CHEK ✓

REC \$ 10.00
AUD \$
R.M.F. \$ 1.00

✓
✓
✓

FILED NO. 003029

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

David L. Jurek, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone: 515-743-6195
(PRA Approved)

CORRECTED LIMITED EASEMENT

RE: See attached Exhibit "A"

*** This easement is to correct legal description of easement filed 7-12-2001 Book 2001 Page 3029**

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 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 21st day of September, 2000.

MADISON FARMS, INC. BY:

Gene C. Lange, President

GENE C. LANGE, President

GRANTOR(S)

STATE OF District of Columbia

COUNTY OF _____

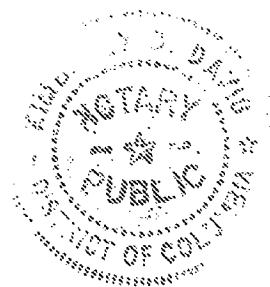
ss:

On this 21st day of September, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Gene C. Lange, President, Madison Farms, Inc., to me personally known, who being by me duly sworn, did say that he is the President of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Gene C. Lange as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

ADMINISTRATIVE



My Commission Expires
July 31, 2005

EXHIBIT "A"

Tract #1: The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ EXCEPT the West 984.02 feet thereof, AND the W $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, all in Section 21, Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

Tract 2: The E $\frac{1}{2}$ of the NW $\frac{1}{4}$ SE $\frac{1}{4}$; the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ lying South of Middle River; and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ lying south of Middle River except the following three parcels: (1) Commencing at the SE Corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ thence N 87° 43' 13" W 646.13 feet; thence S 89° 25' 01" W 313.87 feet to point of beginning; thence continuing S 89° 25' 01" W 971.46 feet; thence N 00° 48' 12" W 448.40 feet; thence N 89° 25' 01" E 971.46 feet; thence S 00° 48' 12" E 448.40 feet to point of beginning containing 10.0 acres more or less; (2) Commencing at the SE Corner of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ and running thence West 660 feet; thence North 64 feet to the center of the public road to the point of beginning; thence West 300 feet; thence North 726 feet; thence East 300 feet; thence South 726 feet to the point of beginning; and (3) Commencing at the SE Corner of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ running thence West 660 feet; thence North 64 feet to the center of the public road; thence Northeast 900 feet down the center of the public road to the East line of Section 21; thence South 820 feet up the center of the public road to point of beginning; all of the above being in Section 21, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa and the West two and one-fourth (W 2 $\frac{1}{4}$) acres of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa. The total parcel contains 97.3 acres more or less.

Tract 3: The North 44 acres of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ and all of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying South of the public highway except commencing at a point 102 feet south of the SW corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence East 312 feet; thence North 419 feet; thence West 312 feet; thence

South 419 feet to point of beginning containing 3.00 acres more or less and a perpetual easement commencing at the point 120 feet North of the SE corner of the above-described tract and 10 feet on either side of a line running due East 135 feet for the purpose of installing, repairing, maintaining and replacing a well, pump and necessary water lines; all of the above is in Section 22, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa and contains 51 acres more or less.