

006296

FILED NO. \_\_\_\_\_

BOOK 144 PAGE 78

2000 OCT -5 PM 1:08

REC \$ 5.00  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00

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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 #515-743-6195  
(FHA Approved)

L I M I T E D E A S E M E N T

RE: The South Three-fourths (3/4) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Sixteen (16) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; except a tract commencing at the Southwest corner of the above described land and running thence North on the West line thereof 520 feet; thence East 33 feet to the centerline of the County road, thence Southeasterly along said centerline to the South line of said Northeast Quarter (1/4) of the Southwest Quarter (1/4), thence West 660 feet along said South line to the point of beginning and containing 2.5 acres, more or less.  
Locally known as: 1827 Pammel Park, Winterset

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 thereafter 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 25th day of April, 2000.

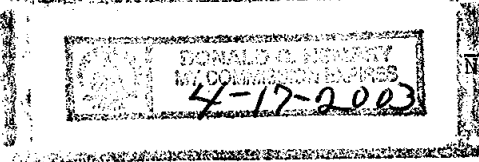
Helen Hacker  
HELEN M. HACKER  
a/k/a Helen Hacker

Jerry D. Hacker  
JERRY D. HACKER

GRANTOR(S)

STATE OF IOWA )  
COUNTY OF Madison ) ss:

On this 25th day of April, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Helen M. Hacker and Jerry D. Hacker, wife and husband, 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.



Donald C. Hemby  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

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