18

REC $ 5.00
AUD $ ____
R.M.F. $ 1.00

COMPUTER ✓
RECORDED ✓
COMPARED ____

FILED NO. 006343
BOOK 144 PAGE 133

2000 OCT -5 PM 1:11

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)

LIMITED EASEMENT

RE:

The East one-half of the Northeast Quarter of Section Twelve (12), Township 74 North, Range 29 West of the 5th P.M., all in 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 23 day of May 2000.

X Max J Tucker
MAX J. TUCKER
a/k/a Max Tucker

X Mary Jo Tucker
MARY JO TUCKER

GRANTOR(S)

****

STATE OF IOWA)
)Ss:
COUNTY OF Madison)

On this 23 day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Max J Tucker a/k/a Max Tucker & Mary Jo Tucker - 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.

DONALD C. HEMBRY
MY COMMISSION EXPIRES
4-12-2003

Donald C Hembry
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE