

FILED NO. **006339**

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2000 OCT -5 PM 1:11

REC \$	<u>5⁰⁰</u>	COMPUTER	<input checked="" type="checkbox"/>
AUD \$		RECORDED	<input checked="" type="checkbox"/>
R.M.F. \$	<u>1⁰⁰</u>	COMPARED	<input type="checkbox"/>

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 West Half of the Southeast Quarter (W1/2SE1/4) except a tract commencing 810 feet East of the Northwest corner thereof, thence East 510 feet to the Northeast corner thereof, thence South 534 feet, thence North 58* west, 320 feet, thence North, 6* West, 160 feet, thence North 78* West, 230 feet, thence North 140 feet to the point of beginning, of Section One (1), in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, IA. And The West Half of the Northeast Quarter of Section Twelve (12), Township 74 North, Range Twenty-nine (29) West of the 5th P.M., Madison County, IA.

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 25 day of April, 2000.

Ralph G. Kirkland
RALPH G. KIRKLAND
a/k/a Ralph Kirkland

Leona J. Kirkland
LEONA J. KIRKLAND

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Madison) ss:



On this 25 day of April, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Ralph G. Kirkland & Leona J. Kirkland, 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.

Larry C. Antisdel
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE