

REC \$ 10⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
COMPARED _____

FILED NO. 006352
BOOK 144 PAGE 142
2000 OCT -5 PM 1:12
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:
See attached Exhibit "A"

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 30 day of May 2000.

X Lee Junior Wheeler
Lee Junior Wheeler
aka Lee Wheeler, Jr., Lee J. Wheeler Jr.

X Maxine Ardith Wheeler
Maxine Ardith Wheeler
GRANTOR(S) aka Maxine Wheeler, Maxine A. Wheeler

STATE OF IOWA)
)Ss:
COUNTY OF Madison)



On this 30 day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared Lee Junior Wheeler + Maxine Ardith Wheeler, husband and 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.

Larry C Antisdell
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

Exhibit "A"

The Northwest Quarter of the Northwest Quarter of Section Thirty-five (35) in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

The South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$) and the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$) in Section Thirty-six (36), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

The North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$) of Section Thirty-five (35), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, except Thirty-four hundredths (.34) acre described as follows, to-wit: Beginning at a point 260 feet South of the Northwest corner of the Northwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Thirty-five (35), in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, thence East 135 feet, thence South 110 feet, thence West 135 feet, thence North 110 feet to the place of beginning.

The South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SE\frac{1}{4}$) in Section Thirty-five (35), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.