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BOOK 144 PAGE 294

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David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #515-743-6195
(FHA Approved)

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

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 10th day of July 2000.

X Charles E. Everman
CHARLES E. EVERMAN

X Patricia J. Everman
PATRICIA EVERMAN
GRANTOR(S) a/k/a Patricia J. Everman

STATE OF IOWA)
)Ss:
COUNTY OF Union)

On this 10 day of July, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Charles E. Everman & Patricia J. Everman, 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.

Jane M. Juelsgaard
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE



Exhibit "A"

The West Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$); the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$); the South Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$); the Northeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$); and the North 25 acres of the West Fractional Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$); except a tract of land described as follows: Commencing at a point 11.65 chains South of the Northwest corner of said last described tract, and running thence South 3 chains, thence East $3\frac{1}{3}$ chains, thence North 3 chains, thence West $3\frac{1}{3}$ chains to the point of beginning, all in Section Thirty-one (31), in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, except a tract of $2\frac{5}{8}$ acres, being all that part of the North 25 acres of the West Fractional Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of said Section Thirty-one (31) lying South and West of the Public Highway located through said 25 acre tract excepting the above exception of tract 3 chains North and South by $3\frac{1}{3}$ chains East and West.