

9/38

REC \$ 5⁰⁰
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R.M.F. \$ 1⁶⁰

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FILED NO. 006840
BOOK 144 PAGE 311
2000 NOV -2 PM 3: 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)

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

RE: The South 160 feet of the West 316.4 feet of the Northwest Quarter of the Southwest Quarter of Section Eleven (11) Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa

AND

The North Half of the Southwest Quarter of Section 11 in Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa, EXCEPT A parcel of land described as commencing at the Northwest Corner of the Southwest Quarter of Section 11, Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa, thence South along the west line of said Southwest Quarter 1153.2 feet to the point of beginning; thence East 316.4 feet; thence South 160.0 feet; thence West 316.4 feet to the west line of said Southwest Quarter, thence North 160.0 feet to Point of Beginning containing 1.1621 acres including 0.1621 acres of County Road Right of Way.

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 10th day of July, 2000

Don R Yonker
DON R. YONKER

Karen S. Yonker
KAREN S. YONKER

GRANTOR(S)

STATE OF IOWA }
COUNTY OF Union } ss:

On this 10th day of July, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared Don R. Yonker and Karen S. Yonker, 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.

Rhonda L. Beggs
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

