

007408

FILED NO. _____

BOOK 144 PAGE 513

2000 DEC -6 AM 11:30

REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
COMPARED _____

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 One-half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Three (3), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; EXCEPT the following described tract:

A tract of land bounded by a line described as commencing at a point 30 rods South of the Northeast Corner of the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Three, Township Seventy-five (75) North, Range Twenty-nine (29) west of the 5th P.M.; thence in a Southwesterly direction to a point 14 rods West of the Southeast Corner of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Said Section Three (3); thence South to the South line of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Three (3); thence East 14 rods; thence North to the place of beginning.

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 22 day of September, 2000.

Bernie Terhaar
Bernie Terhaar

Shirley Terhaar
Shirley Terhaar

GRANTOR(S)

STATE OF ~~IOWA~~) Minnesota
)Ss:
COUNTY OF ~~MADISON~~) Hennepin

On this 22nd day of September, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Bernie Terhaar & SHIRLEY TERHAAR @, 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.

Debra A Henum

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

