

FILED NO. 727

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MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

(FHA Approved)

REC 5.00

LIMITED EASEMENT

AMOUNT

R.S.A.F. 1.00

COMPUTER 1

RECORDED 1

CONFIRMED 1

RE: North One-half of Southeast Quarter (N $\frac{1}{2}$  SE $\frac{1}{4}$ ); Southwest One-fourth of Northeast Quarter (SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) AND

The Southeast One-Quarter of the Northwest One-Quarter (SE 1/4 NW 1/4) and the Northeast One-Quarter of the Southwest One-Quarter (NE 1/4 SW 1/4) of Section Eighteen (18), Township Seventy-four (74) North, Range Twenty-nine West (29) of the 5th P.M., Madison County, Iowa.

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 13 day of July 1995

Max J. Tucker  
Max J. Tucker

Mary Jo Tucker  
Mary Jo Tucker

GRANTOR(S)

STATE OF IOWA \_\_\_\_\_ )  
COUNTY OF MADISON \_\_\_\_\_ )

ss:



On this 13th day of July, 1995, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Max J. Tucker and Mary Jo Tucker, 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.

Edward H. Scott  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE