

Wet 37

REC \$ 5.00
AUD \$
R.M.F. \$ 7.00

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RECORDED ☒
CONVEYED

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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

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

RE: The North ½ of the Southeast ¼ and the Southeast ¼ of the Southeast ¼ of Section 20, South ¾ of the Southwest ¼ of Section 21, West ½ of the Northwest ¼ of Section 28, and the Southeast ¼ of the Northeast ¼ and the East 60 Acres of the North ½ of the Northeast ¼ of Section 29, all in Township Seventy-four (74) North Range Twenty-seven (27) West 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 20 day of July, 2000.

Kenneth L. Sawyer
KENNETH L. SAWYER

Melvin J. Yetmar
MELVIN J. YETMAR

Sharon K. Sawyer
Sharon k. Sawyer

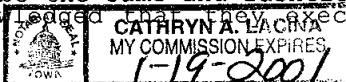
Janice S. Yetmar
JANICE S. YETMAR

GRANTOR(S)

STATE OF IOWA

COUNTY OF Madison) ss:

On this 20th day of July, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Melvin J. Yetmar and Janice S. Yetmar, husband and wife, and Kenneth L. Sawyer and Sharon K. Sawyer, 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.



Cathryn A. Lachna
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE