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BOOK 144 PAGE 506

2000 DEC -6 AM 11:30

REC \$ 5⁰⁰
AUD \$ 10
R.M.F. \$ 10
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RECORDED ☒
COMPARED _____

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: The West Half ($W\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Thirty-four (34); the East 18 acres of the Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) and the East 22 acres of the Southeast Quarter ($SE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Thirty-three (33); all in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; and a tract described as commencing at a point 9.33 chains West of the Northeast corner of the Northeast Quarter ($NE\frac{1}{4}$) of Section Four (4) in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., running thence South $9\frac{1}{4}^{\circ}$ West, 21.26 chains, thence South $39\frac{1}{2}^{\circ}$ West, 25.57 chains to a point on the South line of said quarter section 11.57 chains East of the Southwest corner thereof, thence West on the South line of said quarter section to *

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 13th day of June 2000.

HALDEN S. BERTHOLF TRUST BY:

x Daryle L. Johnson, Trustee
DARYLE L. JOHNSON, Trustee

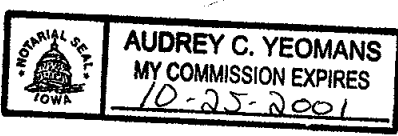
x Linda J. Johnson, Trustee
LINDA JEAN JOHNSON, Trustee
a/k/a Linda J. Johnson

GRANTOR(S)

STATE OF IOWA)
)Ss:
COUNTY OF Dallas)

On this 13th day of June, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Daryle L. Johnson & Linda J. Johnson, aka Linda Jean Johnson,

to me known to be the same and identical persons who executed the within and foregoing instrument, and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.



Audrey C. Yeomans
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

* a point 26 rods 18 links East of the Southwest corner thereof, thence North $5^{\circ}53'$ West, to a point on the North line of said quarter section 2.51 chains East of the Northwest corner thereof, thence East on the North line of said quarter section to place of beginning.