

REC \$ 5<sup>00</sup>  
AUD \$ 1<sup>00</sup>  
R.M.F. \$ 1<sup>00</sup>

COMPUTER ☒  
RECORDED ☒  
COMPARED ☐

FILED NO. 006255

BOOK 144 PAGE 31

2000 OCT -5 PM 1:05

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)

### LIMITED EASEMENT

RE: That part of the Northeast Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of Section Twenty-six (26), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at the southeast corner of the Northeast Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-six (26); thence on an assumed bearing North 89°56'20" West along the south line of said Northeast Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) 230.00 feet; thence North 00°00'00" East 568.17 feet; thence South 89°56'20" East 230.00 feet to the east line of said Northeast Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ); thence South 00°00'00" East along said east line 568.17 feet to the \*

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 23<sup>rd</sup> day of May 2000.

X Loren E. Christensen  
LOREN E. CHRISTENSEN

X E. Darlene Christensen  
E. DARLENE CHRISTENSEN

### GRANTOR(S)

\*\*\*\*\*

STATE OF IOWA

COUNTY OF Madison )  
Ss:

On this 23<sup>rd</sup> day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Loren E Christensen & E. Darlene Christensen - 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.

Jenem Juelsgaard  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE  
Commission expires 4/25/03

\*point of beginning. Said tract contains 3.00 acres and is subject to a Madison County Highway Easement over the easterly 0.43 acres thereof.