

Monroe 8

REC \$ 5.00
AUD \$ _____
R.M.F. \$ 1.00
COMPUTER
RECORDED
COMPARED _____

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BOOK 144 PAGE 166
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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

LIMITED EASEMENT

RE:

The North Half (N1/2) of Section Seventeen (17); North Three-Fourths (N3/4) of the East Half (E1/2) of Section Eighteen (18); Southeast Quarter (SE1/4) of Section Seven (7); Southwest Quarter (SW1/4) of Section Eight (8); West Half (W1/2) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Eight (8); Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Eight (8); all in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 910 acres, more or less.

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 7th day of July 2000.

Robert Sandahl by Curt Sandahl

Robert Sandahl
aka Robert F. Sandahl
by Curt Sandahl, POA

Suzanne Sandahl by Curt Sandahl

Suzanne Sandahl
by Curt Sandahl, POA

GRANTOR(S)

STATE OF IOWA)
)Ss:
COUNTY OF MADISON)

On this 7th day of July, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Robert Sandahl and Suzanne Sandahl, husband and wife, 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.



[Signature]
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE