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FILED NO. \_\_\_\_\_  
BOOK 144 PAGE 231  
2000 OCT -5 PM 1:18

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

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)

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

RE: The West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section Seventeen (17); the East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ ), and all that part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) lying North and West of the Public Highway as now used and traveled across said 40-acre tract, and containing 24 $\frac{1}{2}$  acres, more or less, of Section Eighteen (18); all in Township 74 North, Range 27 West of the 5<sup>th</sup> 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 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 31 day of May, 2000.

[Signature]  
DOUGLAS E. GROSS

[Signature]  
EILEEN S. GROSS

GRANTOR(S)

\*\*\*\*\*

STATE OF IOWA )  
COUNTY OF Polk ) ss:

On this 31st day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Douglas E. Gross and Eileen S. Gross, 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.



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

State of Iowa  
County of Polk



30th of May 2000 Eileen S Gross personally appeared to me.

Aug 10, 2001

[Signature]