

Monroe 122

FILED NO. 007439

BOOK 144 PAGE 544

2000 DEC -6 AM 11:32

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

COMPUTER ✓
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: A tract of land in the Southeast Quarter of the Northeast Quarter and in the North-east Quarter of the Southeast Quarter, all in Section 23, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the East Quarter Corner of Section 23, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa: thence North 00°00'00" 490.12 feet along the east line of the Northeast Quarter of said Section 23; thence North 90°00'00" West 278.55 feet; thence South 00°43'15" West 779.91 feet; thence North 85°36'48" East 288.70 feet to the East line of the Southeast Quarter of said Section 23; thence along said East line North 00°06'36" East 267.65 feet to the point of beginning. Said tract of land contains 5.00 acres including 0.638 acres of County Road right-of-way.

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.

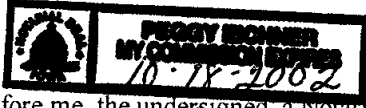
Executed this 29 day of June 2000.

x Richard Anderson
RICHARD ANDERSON
a/k/a Richard Wayne Anderson

x Jami Anderson
JAMI ANDERSON

GRANTOR(S)

STATE OF IOWA)
)Ss:
COUNTY OF)



On this 29 day of June, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Richard Anderson & Jami Anderson, 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.

Peggy Echner
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE