

Monroe 46

FILED NO. 007436

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2000 DEC -6 AM 11:32

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

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)

LIMITED EASEMENT

RE: The Southeast Quarter (SE $\frac{1}{4}$ ) and the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section Twenty-three (23), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except 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.

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.

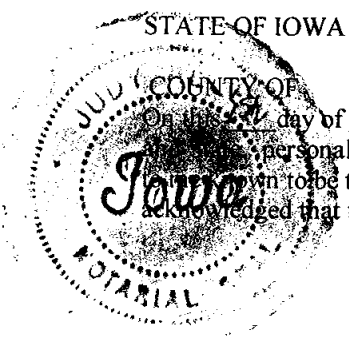
Executed this 1 day of June 2000.

Ruth E. Anderson

X \_\_\_\_\_

RUTH E. ANDERSON, a/k/a Ruth E. Miller Anderson,  
a/k/a Ruth Anderson, GRANTOR(S)

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STATE OF IOWA )  
)Ss:  
)  
day of June, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County personally appeared: Ruth E. Anderson, aka Ruth E. Miller Anderson, Ruth Anderson, widow in 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.

Judy Allen  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

\*AND, The Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-six (26), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.