

INDEX ✓
ANNO
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON IOWA

(FHA Approved)

Return to David Jungmann
Po Box 329
Greenfield IA 50849

LIMITED EASEMENT

FILED NO. 1575
STATE OF IOWA
CLARKE COUNTY

94 OCT 12 PM 2:30

RE:

Northeast One-fourth of Northwest Fractional Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 2, Township 73 North, Range 26 West of 5th P.M., CLARKE COUNTY, IOWA;
AND
South One-half of Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 35, Township 74 North, Range 26 West of 5th P.M., MADISON COUNTY, IOWA.

BOOK 76 PAGE 676
KENDALL
RECORDER

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 thereafter 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 11 day of August 1994

James A. Van Gundy
James A. Van Gundy
Bette L. Van Gundy
Bette L. Van Gundy a/k/a Bette Van Gundy

GRANTOR(S)

STATE OF IOWA)
COUNTY OF CLARKE) ss:

On this 11 day of August, 1994, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:
James A. Van Gundy and Bette L. Van Gundy, husband and wife;
a/k/a Bette Van Gundy

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.



Mary J. Bown
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE
Donald C. Hembry