INDEXED ✓
RECORDED ✓
COMPARED ✓

REC $ 5.00
AUD $
R.M.F. $ 1.00

FILED NO. 514
BOOK 137 PAGE 791
97 AUG -5 PM 2:20
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

David L. Junemann, 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 E1/2 SW1/4 (East 1/2 of the Southwest 1/4) of Section 36, Township 74 North, Range 28 West of the 5th P.M., MADISON COUNTY, IOWA.

This is a correcting easement previously signed May 26, 1993, filed no. 3246, Book 133, Page 12 filed date MAY 24, 1994, 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 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 31 day of July, 1997.

X Ted McDowell
Ted Mc Dowell

X Audrey McDowell
Audrey Mc Dowell

GRANTOR(S)

****

STATE OF IOWA)
) ss:
COUNTY OF Madison)

On this 31 day of July, 1997, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Ted McDowell and Audrey McDowell, 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.

CATHRYN A. LACINA
MY COMMISSION EXPIRES
1-19-1998

Cathryn A. Lacina
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

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