

FILED NO 2436

BOOK 138 PAGE 357

97 DEC 31 PM 12:35

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 500
AUD \$ _____
RMF \$ 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)

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

LEGAL DESCRIPTION

RE

THE NORTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4)
AND THE WEST 30 ACRES OF THE NORTHWEST QUARTER (1/4) OF
THE NORTHEAST QUARTER (1/4) AND THE NORTH HALF (1/2) OF
THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4),
AND THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER
(1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION THIRTY-
FIVE (35) IN TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE
TWENTY-EIGHT (28) WEST OF THE 5TH 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 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 10th day of OCTOBER, 1997

Katherine A. Proffitt
Katherine A. Proffitt

GRANTOR(S)

STATE OF IOWA)
COUNTY OF POLK) ss

On this 10th day of October, 1997, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared _____

Katherine A. Proffitt
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

Cathy Potter
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

sirwa sirwa eas

