

FILED NO. 2437

BOOK 138 PAGE 358

97 DEC 31 PM 12:36

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER
RECORDED
COMPARED

REC# 500
AUD#
RMF# 100

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

RE A parcel of land in the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-six (26) in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as: Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-six (26) in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence along the west line of said Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) on an assumed bearing of North 00°00'00" East a distance of 1316.30 feet, thence North 89°54'35" East 101.69 feet to the Point of Beginning, thence along the Right of Way line of Relocated Highway U.S. 169, North *

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 9th day of October, 1997

Dennis Gene Daggert
Dennis Gene Daggert
Cynthia Rae Daggert
Cynthia Rae Daggert

GRANTOR(S)

STATE OF IOWA)
COUNTY OF MADISON) ss

On this 9th day of OCTOBER, 1997, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared DENNIS GENE

DAGGETT & CYNTHIA RAE DAGGETT
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

Michelle Utsler
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

*06°02'33" East 325.98 feet, thence North 02°
28'06" West 253.91 feet, thence leaving said
Right of Way line, South 81°23'57" East
384.67 feet, thence South 05°59'18" East
522.44 feet, thence South 89°54'35" West
458.23 feet to the Point of Beginning, containing
5.131 acres, more or less.

