

FILED NO. 2438

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97 DEC 31 PM 12: 37

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

COMPUTER   
RECORDED   
COMPARED

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

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 West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section Thirty-six (36), in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the South Quarter corner of Section Thirty-six (36), 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 the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section Thirty-six (36), North 00°00'00", 619.09 feet to the Point of Beginning, thence continuing North 00°00'00", 1,089.00 feet, thence North 90°00'00" East, 400.00 feet, thence South 00°00'00", 1,089.00 feet, thence South 90°00'00" West, 400.00 feet to the Point of \*

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 28<sup>th</sup> day of August, 1997

James Godfrey  
Susan Godfrey  
Susan Godfrey  
GRANTOR(S)

STATE OF IOWA )  
COUNTY OF MADISON ) ss

On this 28 day of Aug., 1997, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared James Godfrey

and Susan Godfrey  
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

John S Shaw  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE



\*Beginning, said parcel of land contains 10.000 Acres including 0.825 Acres of County Road Right of Way.