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FILED NO. 233  
BOOK 536 PAGE D6E 12  
233 1456

(FHA Approved)

COMPUTER  LIMITED EASEMENT  
RECORDED   
COMPARED

1992 DEC 23 AM 8:58

JEAN RICHARDSON  
RECORDER  
UNION COUNTY IOWA

RE: West One-half of Southeast Quarter (W 1/2 SE 1/4); Northeast One-fourth of Northeast Quarter (NE 1/4 NE 1/4) except that part lying East of the highway; in Section 4, Township 73 North, Range 29 West of 5th P.M., UNION COUNTY, IOWA: AND East One-half of Southeast Quarter (E 1/2 SE 1/4) of Section 33, Township 74 North, Range 29 West of 5th P.M., MADISON COUNTY, IOWA.

2C 80

STATE OF IOWA, ss. Inst. No. 2680 Filed for Record this 7th day of April 19 94 at 4:19 PM  
MADISON COUNTY, Book 132 Page 641 Recording Fee \$ 5.00 Michelle Utzler, Recorder, By Betty M. Nubels Deputy  
RM Fee 1.00

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 11th day of December 1992

Phyllis E. Kirkland  
Phyllis E. Kirkland aka Phyllis F. Kirkland

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GRANTOR(S)

STATE OF IOWA )  
COUNTY OF Union ) ss:

On this 11th day of December, 1992, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Phyllis E. Kirkland aka Phyllis F. Kirkland, a single person;

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

Joanne Lanthorn  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

