

(FHA Approved)

FILED NO. 3244

LIMITED EASEMENT

BOOK 133 PAGE 10

COMPUTER	✓	REC \$	<u>500</u>
RECORDED	✓	AUD \$	_____
COMPARED	✓	R.M.F. \$	<u>100</u>

94 MAY 24 AM 9:52

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

RE:

A parcel of land in the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 36, Township 74 North, Range 28 West of 5th P.M., MADISON COUNTY, IOWA, more particularly described as follows: Commencing at the South Quarter Corner of Section 36, thence along the West line of the SE $\frac{1}{4}$ of said Section 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 400.0 feet, thence South 00°00'00", 1,089.00 feet, thence South 90°00'00" West, 400.00 feet to the Point of Beginning.

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 22nd day of May 1993

James D. Godfroy
James D. Godfroy

Susan J. Godfroy
Susan J. Godfroy

GRANTOR(S)

STATE OF IOWA _____)
COUNTY OF Madison _____)

ss:

On this 22 day of May, 1993, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

James D. Godfroy and Susan J. Godfroy, 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.



Donald Hemery
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE