

Document 2007 317

Book 2007 Page 317 Type 06 001 Pages 1
Date 1/23/2007 Time 1:37 PM
Rec Amt \$7.00

INDEX/
ANNO
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON IOWA

Prepared by & return to: David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #641-743-6195
(FHA Approved)

LIMITED EASEMENT

RE: The East One half of the Southwest Quarter (E 1/2 SW 1/4) of Section Nine (9), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P. M. Madison County, Iowa EXCEPT Parcel "A" in the East Half of the Southwest Quarter (E 1/2 SW 1/4) of Section Nine (9), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, as shown and more particularly described on Plat of Survey dated October 6, 2006 and filed October 9, 2006 in Book 2006 at Page 4171 in the office of the Madison County Recorder

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 initial construction and thereafter to use operate, tap & install service lines, inspect, repair, maintain, replace, remove and improve sewer pipelines, including a discharge outlet from the Lagoon in Parcel "A" and any necessary appurtenances thereto over, across and through the real estate described above; and

2. Once such sewer pipelines and any necessary appurtenances thereto are installed and operating, 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 sewer pipelines 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 sewer line or discharge outlet is needed, crop damages will be paid. The Association, its successors and assigns, hereby promise to maintain such sewer pipeline and discharge outlet 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 29 day of Dec, 2006.


(David M. Griswold III a/k/a David M. Griswold
a/k/a David Montaigne Griswold)

GRANTORS

(STATE OF IOWA)

Ss:

(COUNTY OF MADISON)

On this 29 day of Dec, 2006, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: David M. Griswold III a/k/a David M. Griswold a/k/a David Montaigne Griswold, a single person to me known to be the same and identical persons who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.





NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID