

00004365

Book 271 Page 91  
Fee Paid \$ 6.00

FILED  
BETTY J. [unclear]  
GEN. SER. RECORDER

1997 MAR 12 A 10:44  
IA 52211 5155227416

Prepared by Poweshiek Water Assn. Box 504, Brooklyn IA 52211  
(FmHA Approved) **LIMITED EASEMENT** No: \_\_\_\_\_

The SE 1/4 of the SW 1/4 of Section 15, AND the South 1/2 of the SE 1/4-EXCEPT Parcel A-of Section 15, all in T-82-N, R-11-West of the 5th P.M.

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 Poweshiek 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 Owners(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. The water pipeline shall be installed within thirty feet of the property line, unless obstacles prevent such placement. In this event, the pipeline shall be placed as directed by the Engineer of the Association as close as practical to such obstacle. 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. If it becomes necessary for the Association to return to the pipeline location for any purpose following the period of initial construction, the Association's liability for crop damage shall be limited to the reasonable market value of the crop damaged as determined by mutual agreement. The Association agrees to repair any fence or tile damaged during initial construction. The period of initial construction shall include the laying and testing of the water pipeline. 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. Owner(s) agrees to indemnify and hold the Association harmless from any costs or liability arising from the interest of any tenant or lessee of Owner(s) in possession of the real estate.

Executed this 27 day of February, 19 97.

Golden Grain Ent. - Golden Grain Ent.  
John Harder - John Harder

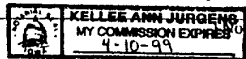
GRANTOR(s).

STATE OF IOWA ) ss:  
POWESHIEK COUNTY )

On this 27<sup>th</sup> day of February, 19 97, before me, the undersigned, a Notary Public in and for

the aforesaid County and State, personally appeared John Harder - Golden Grain Enterprises

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.



Kellee Ann Jurgens  
Notary Public in and for the State of Iowa.

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10:44 A.M.

Fee paid \$6.00

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