

(FHA Approved)

L I M I T E D E A S E M E N T

RE: A tract of land described as follows, to-wit: Commencing at the Southeast corner of N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 31, Township 74 North, Range 26 West of 5th P.M., MADISON COUNTY, IOWA, running thence West 527 feet, thence North 330 feet, thence East 195 feet, thence North 330 feet, thence East 332 feet, thence South to the place of beginning.

STATE OF IOWA, ss. Inst. No. 1995 Filed for Record this 27 day of January 19 97 at 10:41 AM
 MADISON COUNTY, Book 137 Page 176 Recording Fee \$ 6.00 Michelle Utaler, Recorder, By Shirley A. Hensley Deputy

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 8 day of September 19 95
John J. Mihall
 John Mihall a/k/a John J. Mihall
Leanne K. Mihall
 Leanne Mihall a/k/a Leanne K. Mihall

GRANTOR(S)

STATE OF IOWA)
 COUNTY OF MADISON) ss:

On this 8 day of September, 19 95, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:
 John Mihall a/k/a John J. Mihall and Leanne Mihall a/k/a Leanne

K. Mihall, 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 C. Hembry
 NOTARY PUBLIC IN AND FOR SAID COUNTY AND
 SAID STATE
 Donald C. Hembry