

(FHA Approved)

L I M I T E D   E A S E M E N T

RE: Southeast One-fourth of Southeast Quarter (SE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 25, Township 74 North, Range 27 West of 5th P.M.; AND Northwest One-fourth of Fractional Southwest Quarter (NW $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 31, Township 74 North, Range 26 West of 5th P.M., MADISON COUNTY, IOWA.

REC \$ 5.00  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00  
COMPUTER   
RECORDED   
COMPARED

FILED NO. 3243  
BOOK 134 PAGE 404  
95 JUN 23 PM 12:06  
MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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 15 day of June 1995

BA-DOR ENTERPRISE, INC.

By [Signature]  
Timothy Beeler, President

GRANTOR(S)

STATE OF IOWA Iowa )  
COUNTY OF Madison ) ss:

On this 15<sup>th</sup> day of June, 1995, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:  
Timothy Beeler

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.



[Signature]  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE