(FHA Approved)

LIMITED EASEMENT

REC SUD TO

A part of the West One-half (W%) of Section 35, Township 74 North, Range 26 West of 5th P.M., MADISON COUNTY, IOWA, described as follows: Beginning at the Northeast corner of Northwest One-fourth of West One-half (NW% W%) of Section 35, 162.80 feet thence North 87°38'40" E 344.30 feet, thence S 18°21'20" E 85.30 feet, thence S 03°40'40" W 727.50 feet to the South line of the N% NW% SW% of Section 35, thence S 87°00'00" W along said South line a distance of 947.00 feet to the East line of NW% NW% SW% of said Section 35, thence Northerly along said east line a distance of 654.50 feet to the North line of said NW%SW%, thence N 87°38'40" E along said North line a distance of 676.00 feet to 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.

FILED NO. 716 Executed	this day of	June 1985
800K 134 PACE 726		ames Anthony
95 SEP 14 AH 11: 58		Rosemary X. Anthony
MICHELLE UTSLER RECORDER	GRANTY	DR(S)
MADISON COUNTY, IOWA		·
STATE OF IOWA		house is the
COUNTY OFCLARKE) ss:)	COLLINATED
On this day Notary Public in and for the		, 19 <u>95</u> , before me, the undersigned, and State, personally appeared:
James L. Antho	ony and Rosemary	K. Anthony, husband and wife;
		s who executed the within and foregoing instrument.
and acknowledged that they	executed the same as	their voluntary act and deed.
		Donald (Slowbry
		NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE