

(FHA Approved)

LIMITED EASEMENT

REC \$ 5.00
AND \$ ---
R.M.F. \$ 1.00

RE: A parcel of land in the Northeast One-fourth of Northeast Quarter (NE~~X~~ NE~~X~~) of Section 31, Township 74 North, Range 29 West of 5th P.M., MADISON COUNTY, IOWA, more particularly described as follows: Commencing at the North Quarter corner of Section 31, thence North 90°00' East 1,320.00 feet to the point of beginning, thence South 00°18' West 330.00 feet along the West line of the NE~~X~~ NE~~X~~ of said Section 31, thence South 90°00' East 660.00 feet, thence North 00°18' East 330.00 feet, thence North 90°00' West 660.00 feet to the 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.

Executed this 1 day of Aug 19 95

Steven Waddingham
Steven Waddingham
Debbie I. Waddingham
Debbie I. Waddingham

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FILED NO. 718
BOOK 134 PAGE 728
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GRANTOR(S)

STATE OF IOWA _____)
COUNTY OF MADISON _____)

SS:



MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

On this 1 day of Aug, 19 95, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Steven Waddingham and Debbie I. Waddingham, 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.

Edward H. Scott
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE