(FHA Approved)

LIMITED   EASEMENT

COMPUTER ___/___
RECORDED ___/___
COMPARED ___/___

REC $ 5.00
AUD $ _____
R.M.F. $ 2.00

FILED NO. 726
BOOK 134 PAGE 736
95 SEP 14 PM 12: 09

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

RE:

**East One-half of Northwest Quarter (E½ NW¼) of Section 17, Township
74 North, Range 29 West of 5th P.M., 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 affirm-
ative 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 there-
after using, operating, inspecting, maintaining, repairing, replacing or removing water pipe-
line 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 ___August___ 19 95

Rocky J Funke
Rocky L. Funke
Dorie D. Funke
Dorie D. Funke
GRANTOR(S)

****

STATE OF IOWA   )
) ss:
COUNTY OF   MADISON   )

EDWARD H. SCOTT
MY COMMISSION EXPIRES
5-7-97

On this ___1___ day of ___August___, 19 95 , before me, the undersigned, a
Notary Public in and for the aforesaid County and State, personally appeared:
    Rocky L. Funke and Dorie D. Funke, 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