

(FHA Approved)

COMPUTER

RECORDED

LIMITED EASEMENT

STATE OF IOWA, ss  
MADISON COUNTY,

Inst. No. 2682  
Book 132 Page 643

Filed for Record this 7th day of April 19 94

4:21 PM

Recording Fee \$ 5.00  
RM Fee 1.00

Michelle Ulster, Recorder, By Betty M. Nibbs  
Deputy

RE:

Southwest Quarter (SW 1/4) of Section 34, Township 74 North, Range 29 West of 5th P.m., MADISON COUNTY, IOWA, except A parcel of land described as commencing at the West Quarter corner of Section 34, Township 74 North, Range 29 West of 5th P.M., MADISON COUNTY, IOWA, thence South 0°00' 1,317.2 feet; thence North 89°11' East 1,664.0 feet to point of beginning; thence North 4°46' West 43.0 feet, thence North 83°05' East 294.9 feet, thence South 4°03' East 217.1 feet, thence South 86°44' West 292.1 feet, thence North 4°46' West 155.4 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 5th day of May 1993

FAIN FARMS, INC.

By Willard Fain

Willard Fain, PRESIDENT

STATE OF IOWA, UNION COUNTY, ss:

On this 5th day of May, A.D. 19 93, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Willard Fain Willard Fain and

\_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that they are the Pres. President \_\_\_\_\_ and \_\_\_\_\_ respectively, of said corporation executing the within and foregoing instrument to which this is attached, that (no seal has been procured by the said) corporation; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said)

said corporation by authority of its Board of Directors; and that the said Willard Fain and \_\_\_\_\_ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



JOANNE HANTHORN  
NOTARY COMMISSION EXPIRES  
12 - August 10, 1995

Joanne Hanthorn  
Notary Public in and for said County and State.