

(FHA Approved)

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L I M I T E D E A S E M E N T

REC \$ 5.00
AUD \$
R.M.F. \$ 1.00

FILED NO. 2696

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94 APR -7 PM 4:49

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

RE: 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

Larry W. Bear
Larry W. Bear
Christine Bear aka E. Christine Bear
Christine Bear aka E. Christine Bear

GRANTOR(S)

STATE OF IOWA)
COUNTY OF MADISON) ss:

On this 5th day of May, 1993, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Larry W. Bear and Christine Bear aka E. Christine Bear, 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.



Joanne Hanthorn
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE
Joanne Hanthorn