

REC \$ 5.00
AUD \$ _____
R.M.F. \$ 1.00
COMPUTER
RECORDED
COMPARED _____

MICKI UTSLER
RECORDER

David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #515-743-6195
(FHA Approved)

MADISON COUNTY, IOWA

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

RE: A tract of land commencing 1,314 feet East of the Northwest corner of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Twelve (12) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, running thence South 223 feet thence South, 65° West, 136 Feet, thence South 161 Feet, thence East 310 Feet, thence North 212 Feet, thence in a Southeasterly direction 396 Feet to a point 320 Feet South of the North line of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section, thence in a Southeasterly direction 200 Feet to a point 621 Feet West and 486 Feet South of the Northeast Corner of said Southwest Quarter (1/4) of the Northeast Quarter (1/4), thence East 621 Feet, *

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 12th day of May, 2000.

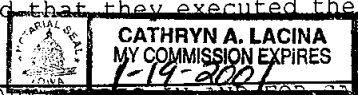
David Stewart
DAVID STEWART

Sheila Stewart
SHEILA STEWART

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Union) ss:

On this 12th day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: David and Sheila Stewart as 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.


CATHRYN A. LACINA
MY COMMISSION EXPIRES
1-19-2001

Cathryn A. Lacina
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

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*thence North 486 Feet to said Northeast corner, thence West 1,326 Feet to the point of beginning EXCEPT Commencing at the Northeast Corner of the Southeast Quarter (1/4) Northwest Quarter (1/4) of Section Twelve (12), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence West 6.00 feet along the North line of said Southeast Quarter (1/4) Northwest Quarter (1/4), thence S. 00°41' E. 170.25 feet to the point of beginning. Thence continuing S. 00°41' E. 46.85 feet, thence S. 67°40' W. 136.00 feet, thence S. 02°40' W. 161.00 feet, thence N. 89°27' E. 310.00 feet, thence N. 03°46' E. 212.00 feet, thence N. 76°48' W. 196.38 feet to the point of beginning. Said parcel contains 1.54 Acres.