

MICHELLE "MICKI" UTSLER, COUNTY RECORDER  
MADISON IOWA

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input type="checkbox"/>

David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #641-743-6195  
(FHA Approved)

LIMITED EASEMENT

RE:

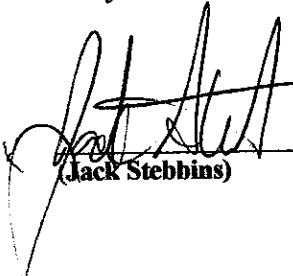
A tract of land commencing at the North Quarter (1/4) corner of Section Eleven (11), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, running thence South 89° 10' West 284.00 feet along the Section line, thence South 17° 35' West 672.71 feet, thence North 80° 04' East 406.51 feet, thence North 21° 10' East 240.3 feet along the westerly highway right of way line, thence North 00° 00' 351.20 feet along the Quarter section line to the point of beginning, containing 5.0047 acres exclusive of any highway right-of-way

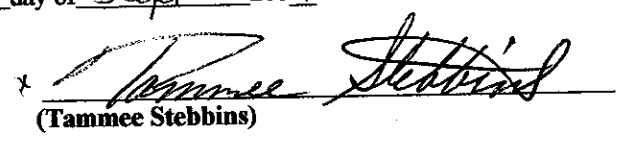
The Undersigned, as Owner (s) of record of the real estate described above, for One Dollar and other good and valuable consideration received, hereby grant(s), sell(s), transfers) and convey(s) to Southern Iowa Rural Water Association (the "Association"), its successors and assigns, an affirmative and 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 there-after using, operating, tapping and service line installation, 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 28 day of Sept 2004

  
(Jack Stebbins)

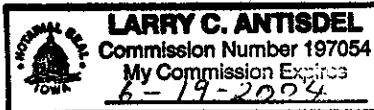
  
(Tammee Stebbins)

GRANTORS

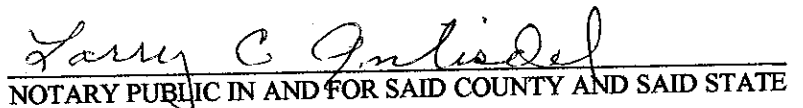
(STATE OF IOWA)

Ss:

(COUNTY OF MADISON)



On this 28 day of Sept, 2004, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Jack Stebbins & Tammee Stebbins, Husband & 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.

  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE