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HICKI UTSLER RECORDER HADISON COUNTY, IOWA

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 Southwest corner of the South East Quarter (1/4) of Section Ten (10) in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa and running thence North 795 Feet, thence East 530 feet, thence South 735 feet, thence West 501 feet, thence South 60 feet, thence West 19 feet to the point of beginning and containing 8.98 acres, more or less, subject to and together with any and all easements, covenants and restrictions of record.

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, 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 // day of // 2001.

**Depth day of // 2001.

**LINDA BAHR

GRANTOR(S)

STATE OF IOWA

)Ss:

On this day of 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Jeff Bahr and Linda Bahr, 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.

GARY P. McNICHOLS
Commission Number 710071
My Commission Expires

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE