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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

David L. Jungmann, PC, 113 W. Iowa, PO Box 329, Greenfield, IA 50849 (641)743-6195

RE: (FHA Approved) LIMITED EASEMENT

Commencing at the Northeast corner of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Sixteen (16), Township Seventy-four (74) North, Range Twenty-nine (29), West of the 5th P.M., Madison County, Iowa, thence West 242 feet, thence south 200 feet, thence East 242 feet, thence North 200 feet to the point of beginning, City of Macksburg, Iowa. (Commonly known as the old Macksburg School Building).

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 15 day of APRIL, 2001.

COMMUNITY EFFORT OF MACKSBURG BY:

Ron Davis
Ron Davis, President
Larry Seil
Larry Seil, Board Member

Kevin Jackson
Kevin Jackson, Vice-President
Bobbi Dean
Bobbi Dean, Secretary Treasurer

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Union) ss:

On this 15th day of April, 2001, before me, a Notary Public in and for the State of Iowa, personally appeared Ron Davis, Kevin Jackson, Larry Seil, and Bobbi Dean, to me personally known, who being by me duly sworn, did say that they are the President, Vice-President, Board Member, and Secretary Treasurer, respectively, of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation, that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Ron Davis, Kevin Jackson, Larry Seil, and Bobbi Dean as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Rhonda L. Beggs
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

