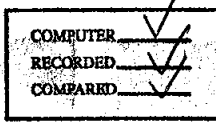


REC \$ 5<sup>00</sup>  
AUD \$  
R.M.F. \$ 1<sup>00</sup>

FILED NO. 006069  
BOOK 2002 PAGE 6069



2002 DEC 13 PM 2:16

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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

LIMITED EASEMENT

RE:

The South One-half of the Southeast Quarter of the Southeast Quarter (S 1/2 SE 1/4 SE 1/4), the South One-half of the Southwest Quarter of the Southeast Quarter (S 1/2 SW 1/4 SE 1/4), all in Section Twenty-five (25), Township Seventy-four (74) North, Range Twenty-seven (27), West of the 5th P.M., Madison County, Iowa

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 describe 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 20th day of 2000 BA-DOR ENTERPRISE, INC.

By: Timothy Beeler, President

By: Dennis Beeler, Vice President

GRANTOR(S)

STATE OF IOWA )

)Ss:

COUNTY OF MADISON)

On this 20th day of JULY 2001, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared TIMOTHY BEELER and DENNIS BEELER to me personally known, who, being by me duly sworn, did say that they are the PRESIDENT and VICE PRESIDENT, respectively, of the corporation, executing the foregoing instrument; that (no seal has been procured) (~~the seal affixed thereto is the seal of~~) the corporation; that the instrument was signed (~~and sealed~~) on behalf of the corporation by authority of its Board of Directors; and TIMOTHY BEELER and DENNIS BEELER acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.

Rhonda L. Beggs

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

