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

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

LIMITED EASEMENT

RE: Parcel "A" located in the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Five (5), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as beginning at the Southeast Corner of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Five (5), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence North 90°00'00" West 1299.79 feet to the South Quarter Corner of said Section Five (5); thence North 0°10'29" West 985.80 feet along the West line of the Southeast Quarter (1/4) of said Section 5; thence South 89°33'14" East 1304.30 feet; thence South 0°05'11" West 975.64 feet to Point of Beginning containing 29.3140 acres including 0.9814 acres of county road right-of-way. Note: The South line of the Southeast Quarter of Section 5, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa, is assumed to bear due East and West.

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 8th day of Aug. 2000.

X Nelson C. Kirk
Nelson C. Kirk
a/k/a Nelson Craig Kirk

X Cynthia Kirk
Cynthia Kirk
a/k/a Cynthia J. Kirk

GRANTOR(S)

STATE OF IOWA)

)Ss:

COUNTY OF MADISON)

On this 8th day of Aug., 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Nelson C. Kirk and Cynthia Kirk, 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

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE