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FILED NO. 007398

BOOK 144 PAGE 503

2000 DEC -6 AM 11:30

REC \$ 5⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

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

L I M I T E D E A S E M E N T

RE: South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Two (2) and the West 8 3/4 acres of the Northwest Quarter of Northeast Quarter of Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Eleven (11), all in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa;

AND

The South Half of the South Half of the Northeast Quarter (S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$), except the South 330 feet of the East 223 feet thereof, of Section Twenty-eight (28) in Township Seventy-five (75) North, Range Twenty-eight (28) 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 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 25 day of April, 2000.

Raymond Kiddoo Trustee

RAYMOND KIDDOO, Trustee of the Kiddoo Trust

GRANTOR(S)

STATE OF IOWA

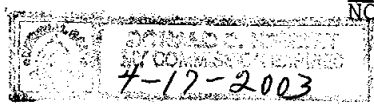
COUNTY OF Madison) ss:

On this 25 day of April, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Raymond Kiddoo, to me known to be the same and identical person named in and who executed the foregoing instrument, and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Donald C Hembry

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

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*The Northwest Fractional Quarter (NWfr $\frac{1}{4}$) of Section One (1), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., in Madison County, Iowa

AND

The Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., in Madison County, Iowa

AND, Northeast Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Eleven (11), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.