

LISA SMITH, COUNTY RECORDER
MADISON IOWA

CHEK

Prepared by & Return to: Jungmann & Hughbanks, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #641-743-6195
(FHA Approved)

LIMITED EASEMENT

RE:

The Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼) of Section Thirty-three (33) and the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section Thirty-four (34), all in Township Seventy-four (74) 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, paid by SIRWA, 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:

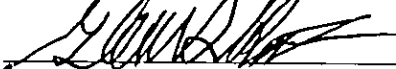
1. This easement is solely for the general purposes of Archeological studies-where required, initial construction and thereafter to use operate, tap & install service lines, inspect, repair, maintain, replace, remove and improve water pipelines and any necessary appurtenances thereto over, across and through the real estate described above; and

2. Once such water pipeline and any necessary appurtenances thereto are installed and operating, 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 5 day of June 2008.

Rowe Land Inc.



(Glenn S. Rowe, President/Treasurer)



(Beverly S. Rowe, Secretary)

GRANTORS

(STATE OF IOWA)

· Ss:
(COUNTY OF Union)

On this 5th day of June, 2008, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Glenn S. Rowe and Beverly S. Rowe, to me personally known, who, being by me duly sworn, did say that they are the President/ Treasurer and Secretary, respectively of Rowe Land Inc., executing the foregoing instrument; that no seal has been procured for the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and Glenn S. Rowe and Beverly S. Rowe acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by him and as the fiduciary voluntarily executed.

Stamp or

Seal:


NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

