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CHEK

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

Preparer/Return To: Skogerson & Maxwell Leckband, P.C., 413 Grant St, PO Box 252, Van Meter, IA 50261, 515.996.4045  
(FHA Approved)

LIMITED EASEMENT

RE:

A parcel of land in the Northwest Fractional Quarter (1/4) of the Northwest Quarter (1/4) of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, containing 3.83 acres, as shown in Plat of Survey filed in Book 2, Page 37 on June 17, 1986, in the Office of the Recorder of Madison County, Iowa, more particularly described as follows: Beginning at the Northwest Corner of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence North 90 degrees 00'00" East 197.45 feet along the section line, thence South 00 degrees 43'00" West 211.75 feet; thence south 86 degrees 55'09" East 23.81 feet; thence South 01 degrees 17'15" West 72.09 feet; thence South 89 degrees 14'27" East 255.98 feet; thence South 00 degrees 25'00" East 170.49 feet; thence North 89 degrees 48'18" West 94.01 feet; thence North 80 degrees 26'45" West 100.37 feet; thence South 08 degrees 41'24" West 120.92 feet; thence North 89 degrees 53'00" West 265.30 feet to the West line of Section Thirty-one (31), thence North 00 degrees 14'42" East 560.98 feet to the point of beginning.

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, the stringing of pipe, 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.

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. A request for an additional hookup/meter will require the signing of an additional Limited Easement.

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 31 day of December 2009.

James C. Eller

GRANTORS

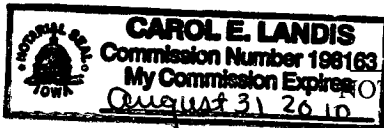
(STATE OF IOWA)

(COUNTY OF Madison) ss:

On this 31 day of December, 2009, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared James C. Eller, single person, 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.

Stamp or

Seal:



NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE