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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

Preparer: Amy J. Skogerson, AT0003683, 413 Grant St., Van Meter, IA 50621, (515) 996-4045
✓ Return To: Skogerson & Maxwell Leckband, P.C., P.O. Box 252, Van Meter, IA 50261-4045
(FHA Approved)

LIMITED EASEMENT

RE: Parcel "G" located in the Southeast Quarter (¼) of Section Eleven (11) and in the Northwest Quarter (¼) of the Southwest Quarter (¼) of Section (12), all in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 45.43 acres, as shown in Plat of Survey filed in Book 2011, Page 529 on February 24, 2011, and shown corrected by Affidavit filed in Book 2011, Page 636, in the office of the Reorder of 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, 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 25th day of May 2011.

Todd C. Town
Todd C. Town, Trustee of the Town
Family Trust

Deborah A. Town
Deborah A. Town, Trustee of the Town
Family Trust

GRANTORS

(STATE OF Michigan)

Ss:

(COUNTY OF Lapeer)

On this 25 day of May, 2011, before me, the undersigned, a Notary Public in and for the State of Michigan, personally appeared Todd C. Town, Trustee of the Town Family Trust, to me known to be the same and identical person(s) named in and who executed the foregoing instrument, acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

Stamp or

Seal:
JEAN D. ALEXANDER
NOTARY PUBLIC
STATE OF MICHIGAN, COUNTY OF Lapeer
MY COMMISSION EXPIRES SEPTEMBER 14, 2012
ACTING IN THE COUNTY OF Lapeer

Jean D. Alexander
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

(STATE OF Michigan)

Ss:

(COUNTY OF Lapeer)

On this 25 day of May, 20 11, before me, the undersigned, a Notary Public in and for the State of Michigan, personally appeared Deborah A. Town, Trustee of the Town Family Trust, to me known to be the same and identical person(s) named in and who executed the foregoing instrument, acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

Stamp or

Seal:

JEAN D. ALEXANDER
NOTARY PUBLIC
STATE OF MICHIGAN, COUNTY OF Lapeer
MY COMMISSION EXPIRES SEPTEMBER 14, 2012
ACTING IN THE COUNTY OF Lapeer



NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE