

LISA SMITH, COUNTY RECORDER
MADISON IOWAPrepared by & Return to: Jungmann & Hughbanks, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #641-743-6195
(FHA Approved)LIMITED EASEMENTRE: The Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) of Section Thirty-three (33), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa**Note:** This easement is for the purpose of covering an existing water line running parallel to Ivy Avenue and for tapping the existing line for a new water hookup on the east side of Ivy Avenue.

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 12th day of SEPT 2008.

(Jon Peterson)

X Jon Peterson

(Virginia L. Daniel)

GRANTORS

X Virginia L. Daniel*****
(STATE OF IOWA)(COUNTY OF POLK Ss:)On this 12th day of Sept, 2008, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared Jon Peterson & Virginia L. Daniel, Husband & 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.

Stamp or

Seal:

Linda Sears

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

