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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

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: Commencing at the Southwest Corner of the Northeast Quarter of the Southwest Quarter of Section 16, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa thence South 89°13'10" East 209.67 feet along the South line of said Northeast Quarter of the Southwest Quarter to the Easement Point of Beginning; thence North 52°53'18" East 190.54 feet to a point on the centerline of a County Road; thence South 69°45'10" East 36.86 feet along said centerline; thence South 52°53'18" West 170.54 feet to a point on the South line of said Northeast Quarter of the Southwest Quarter; thence North 89°13'10" West 50.54 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 6 day of December 2011.

Fred D. Young
Fred D. Young

Cheryl Young
Cheryl Young

GRANTORS

(STATE OF IOWA)

Ss:
(COUNTY OF Warren)

On this 6th day of December, 2011, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Fred D. Young & Cheryl Young, husband & wife, 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:



ANN SEUFERER
Commission Number
760777
My Commission Expires
NOVEMBER 10, 2012

Ann Seufferer
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE