



Document 2019 2291

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Date 7/26/2019 Time 3:47:04PM  
Rec Amt \$17.00

INDX ✓  
ANNO  
SCAN

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

✓ CHEK

Prepared by David L. Dorff, Assistant Attorney General, Iowa Department of Justice, State Capitol Complex, Des Moines, IA 50319, 515-281-5351. Return to: Madison County Soil & Water Conservation District, 815 E. Hwy 92, Winterset, IA 50273.

### EASEMENT (Grantee Responsible for Maintenance)

For one dollar (\$1.00) and other valuable consideration received, Bradley D. Golightly, 15468 150<sup>th</sup> St. Perry, IA 50220,  
**Grantor (s)**

Does hereby grant to Randal L. Golightly, 1039 Badger Creek Rd., Van Meter, IA 50261, **Grantee (s)**, a perpetual easement as described below, upon those parts of the following described land located in Lee Township T77N,R26W of the 5<sup>th</sup> P.M., Madison County, Iowa:

*see attached*

Area shown on the aerial map located in the ~~W 1/2 of the SW 1/4~~ of Section 8, and labeled as EASEMENT AREA.

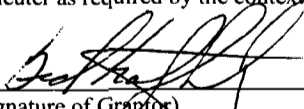
*8-77-26*

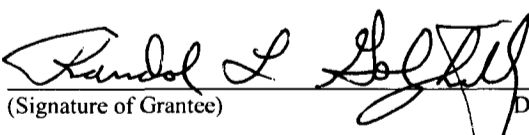
The Grantor covenants that he/she is the owner in fee simple of the above-described land and that the lands are free and clear of all encumbrances and liens except the following:

The easement granted is perpetual, shall run with the land and shall be binding upon the successors or assigns of both the Grantor and the Grantee. The easement includes the following terms:

1. The Grantee is granted the right to plan, survey, construct, improve, maintain and inspect a dam that may place permanent and/or temporary water on the Grantor's property to serve as a pond to provide livestock water on the Grantee's property. The area is shown on the aerial map dated 7-2-2019. The parties understand that the aerial map is not a certified survey; that it is attached solely for the purpose of describing the intended project and not as an engineering or land surveying document, and that minor changes in the project may be made at the time of construction. For the purposes stated in this easement, Grantee or its authorized agents shall have the right of ingress and egress at any time and at locations as determined by the Grantee upon the above-described land.
2. The Grantee shall be responsible for maintaining the dam (pond) identified in paragraph 1, above, in a state of repair such that it is successfully performing the function for which it was originally constructed or installed.
3. The rights granted by this easement shall terminate at any time when mutually agreed upon by the Grantor and Grantee, provided, however, that such termination occurs no earlier than the expiration or cancellation of any maintenance or performance responsibilities between the Grantee and the Madison County SWCD. The parties shall be responsible for written notification to any present tenant or subsequent tenant of the existence of this easement and where a copy of the same may be located.
4. The Grantee is authorized to employ private contractors who shall enjoy the same privileges and rights under this easement as the Grantee. In accordance with an agreement between the United States and the Grantee, the United States and the Madison County SWCD shall enjoy all of the rights and privileges of the Grantee under this easement.
5. The undersigned hereby states that he or she has been advised of the right, pursuant to 7 C.F.R. Part 21, to receive an offer of just compensation based on an appraisal of the real property subject to the easement they are donating for the above referenced project. The undersigned further states that he or she understands these rights and knowingly waives the right to receive an offer of just compensation based on an appraisal.

Words used in this easement including the acknowledgment below shall be read as plural or singular and as masculine, feminine or neuter as required by the context.

 7-10-19  
 (Signature of Grantor) Date  
 \_\_\_\_\_  
 (Signature of Grantor) Date


 7-10-19  
 (Signature of Grantee) Date  
 \_\_\_\_\_  
 (Signature of Grantee) Date


STATE OF IOWA )  
 ) ss.  
 COUNTY OF MADISON )

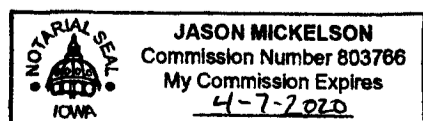
STATE OF IOWA )  
 ) ss. }  
 COUNTY OF MADISON )

This instrument was acknowledged before me on the 10 day of July, 2019, by Bradley D. Golightly

This instrument was acknowledged before me on the 10 day of July, 2019, by Randal L. Golightly.

  
 Notary Public in and for the State of Iowa  
 Seal

  
 Notary Public in and for the State of Iowa  
 Seal Jason Mickelson



The W1/2 of SW1/4 of Section 8, Township 77 North,  
Range 26 West of the 5th P.M., Madison County, Iowa,  
EXCEPT a tract of land described as: **Beginning**  
at the Southwest Corner of Section Eight (8), in Township  
Seventy-seven (77) North, Range Twenty-six (26) West of the 5th  
P.M., Madison County, Iowa, thence along the South line of the  
Southwest Quarter (1/4) of the Southwest Quarter (1/4) of said  
Section Eight (8), North 83 degrees 19 minutes 44 seconds East  
575.20 feet, thence North 01 degrees 32 minutes 53 seconds West  
137.15 feet, thence North 88 degrees 27 minutes 07 seconds East  
10.00 feet, thence North 01 degrees 32 minutes 53 seconds West  
215.46 feet, thence South 83 degrees 19 minutes 00 seconds West  
575.69 feet to the West line of said Southwest Quarter (1/4) of  
the Southwest Quarter (1/4), thence South 00 degrees 00 minutes  
00 seconds 352.57 feet, along said West line, to the point of  
beginning, said tract of land contains 4.636 Acres including  
0.521 Acres of County Road Right of Way.

# EASEMENT MAP

Randy Golightly EQIP Ponds  
SW 1/4 Section 8 Lee Township (T77N R26W), Madison County, Iowa

## Legend



EASEMENT AREA



Madison Co - Roads

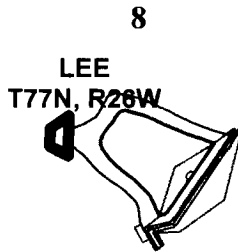
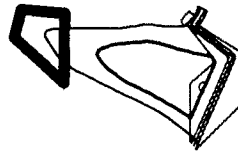


Madison Co - Section Lines

## Madison Co-Common Land Units



Madison Co-Common Land Units



7

8

LEE  
T77N, R26W

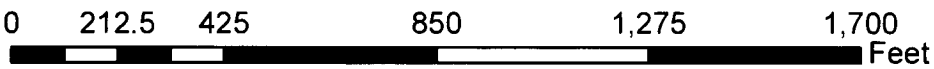
Timber Ridge Ave

120th St

17

18

2017 Aerial Imagery



ALMG 7-2-2019