

**BK: 2022 PG: 83**  
**Recorded: 1/7/2022 at 10:38:58.0 AM**  
**Pages 1**  
**County Recording Fee: \$7.00**  
**Iowa E-Filing Fee: \$3.00**  
**Combined Fee: \$10.00**  
**Revenue Tax:**  
**LISA SMITH RECORDER**  
**Madison County, Iowa**

**Preparer:** Amy J. Skogerson, AT0003683, 413 Grant St., Van Meter, IA 50261, (515) 996-4045  
**Return To:** SIRWA, PO Box 407, Creston, IA 50801-0407  
**Grantor:** James L. Anthony and Rosemary K. Anthony  
**Grantee:** Southern Iowa Rural Water Association

LIMITED EASEMENT

RE: A part of the West ½ of Section 35, Township 74 North, Range 26 West of the 5<sup>th</sup> P.M., Madison County, Iowa, described as follows: Beginning at the Northeast corner of the NW ¼ of the SW ¼ of said Section 35, thence N00°00'00"E along the East line of the West ½ of the West ½ of said Section 35 a distance of 162.80 feet; thence N87°38'40"E 344.30 feet; thence S18°21'20"E 85.30 feet; thence S03°40'40"W 727.50 feet to the South line of the North ½ of the NW ¼ of the SW ¼ of said Section 35, thence S87°00'00"W along said South line a distance of 947.00 feet to the East line of the NW ¼ of the SW ¼ of said Section 35; thence Northerly along said East line a distance of 654.50 feet to the North line of said NW ¼ SW ¼; thence N87°38'40"E along said North line a distance of 676.00 feet to the point of beginning, subject to road easement along East side thereof and containing 16.16 acres, more or less.

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:

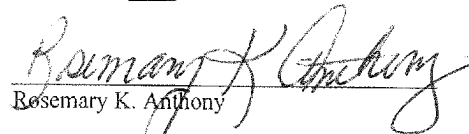
1. This easement is solely for the general purposes of Archeological studies-where required, the stringing of pipe, initial construction and thereafter to use operate, tap & install service lines, inspect, repair, maintain, replace, remove and improve water pipelines and any necessary appurtenances thereto 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.

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 8 day of November 2023.

  
James L. Anthony

  
Rosemary K. Anthony

STATE OF Iowa, COUNTY OF Madison, ss:

On this 8 day of November 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James L. Anthony and Rosemary K. Anthony, husband and 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:**



  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE