

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: Robert Todd Hofsaess and Christy L. Hofsaess
Grantee: Southern Iowa Rural Water Association

LIMITED EASEMENT

RE: Parcel "E" a part of Parcel "D" in the Southwest Quarter of Section 14, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, as shown in Plat of Survey filed in Book 2013, Page 811 of the Recorder's Office 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.

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 25 day of Sept. 2021.


Robert Todd Hofsaess


Christy L. Hofsaess

STATE OF Iowa, COUNTY OF Madison, ss:

On this 25 day of Sept., 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert Todd Hofsaess and Christy L. Hofsaess, 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