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Date 1/03/2023 Time 3:22:20PM

Rec Amt \$12.00

INDX  
ANNO  
SCAN

BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

Prepared by Anna Golightly, Madison County Soil and Water Conservation District 815 East Highway 92, Winterset, IA 50273-2300, 515-462-4884 ext.3. Return to: Madison SWCD, 815 East Highway 92, Winterset, IA 50273-3200.

**EASEMENT (Grantee Responsible for Maintenance) (12/20)**

For one dollar (\$1.00) and other valuable consideration received, Marilyn M. Fairholm, 224 S. 10th Avenue, Winterset, IA 50273, **Grantor (s)**

Does hereby grant to Gillespie Family Farms, LLC, 1776 North River Trail, Winterset, IA 50273, **Grantee (s)**, a perpetual easement as described below, upon those parts of the following described land located in JACKSON TOWNSHIP T76N,R29W of the 5<sup>th</sup> P.M., Madison County, Iowa:

Area shown on the aerial map located in E 1/2 SW 1/4 SW 1/4 NE 1/4 and SE 1/4 SW 1/4 NE 1/4 of Section 33, and labeled as EASEMENT AREA.

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 TILE AND OUTLET SYSTEM on the Grantor's property to serve as A STABLE OUTLET FOR TERRACES AND TILE BEING INSTALLED TO TREAT EROSION on the Grantee's property. The area is shown on the aerial map dated 12/06/2022. The parties understand that the aerial map is not a certified survey; it is attached solely for the purpose of describing the intended project and not as an engineering or land surveying document. 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 TERRACES AND TILE 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 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 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.

*Martin Fairholm* <sup>Executor</sup> 12/16/22  
Signature of Grantor, Date

*Gillespie Family Farms* <sup>by</sup> *Daniel Ryner*  
Signature of Grantee, Date 12-19-22

\_\_\_\_\_  
Signature of Grantor, Date

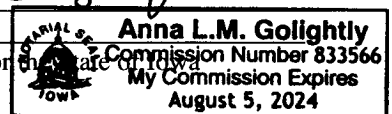
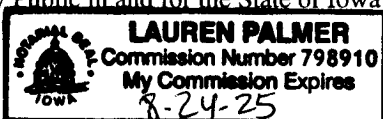
\_\_\_\_\_  
Signature of Grantee, Date

STATE OF IOWA  
COUNTY OF MADISON  
This instrument was acknowledged before me on the 16<sup>th</sup> day  
of DECEMBER, 2022, by Martin Fairholm, Co-Executor

STATE OF IOWA  
COUNTY OF MADISON  
This instrument was acknowledged before me on the  
19<sup>th</sup> day of DECEMBER, 2022, by Daniel Ryner,  
POA.

*Lauren Palmer*  
Notary Public in and for the State of Iowa

*Anna Golightly*  
Notary Public in and for the State of Iowa

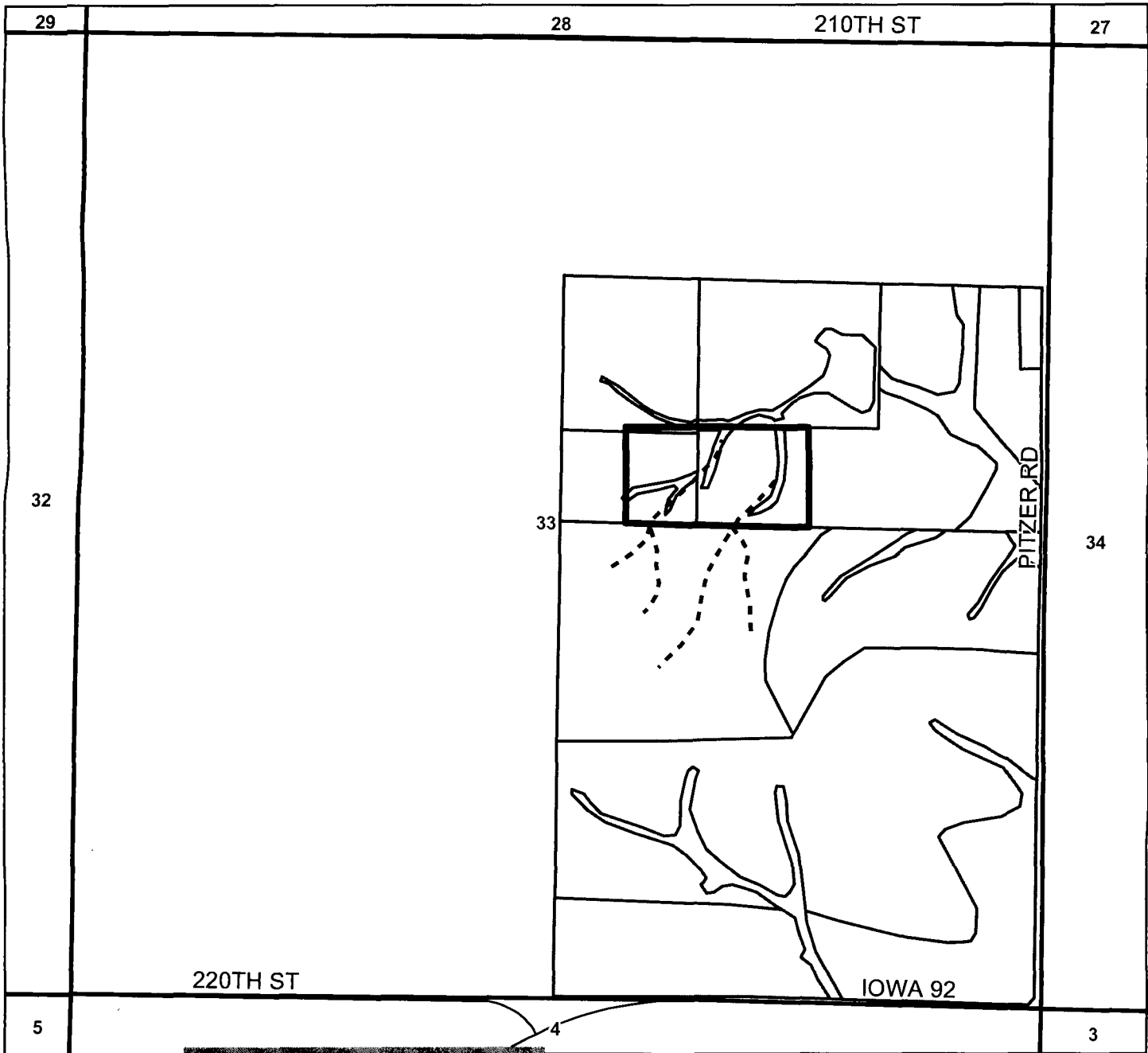


# GILLESPIE / FAIRHOLM EASEMENT

Date: 12/06/2022

Legal Description:  
Jackson TWP (T76N, R29W)  
Section 33  
Madison County, Iowa  
Madison County Soil and Water Conservation  
District

Field Office: WINTERSET SERVICE CENTER  
Agency: USDA NRCS  
Assisted By: JOE MOORE



Prepared with assistance from USDA-Natural Resources Conservation Service

