



Document 2011 2967

Book 2011 Page 2967 Type 06 001 Pages 2  
Date 11/07/2011 Time 10:14 AM  
Rec Amt \$12.00

INDX ✓  
ANNO  
SCAN  
CHEK

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

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:


**See Addendum**

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 30 day of Sept 2011.

**Robert G. Varneode, Manager, Hawknut Properties, LLC**  
**a.k.a. Robert G. Varneode**

**GRANTORS**

\*\*\*\*\*

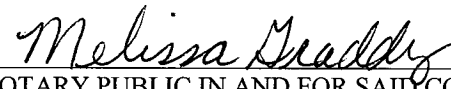
(STATE OF ~~IOWA~~ Georgia)  
Ss:

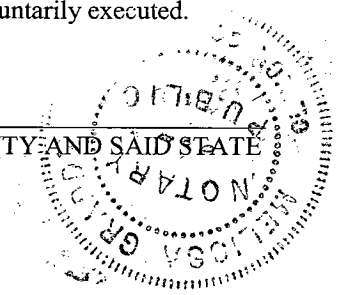
(COUNTY OF Clinch)

On this 30 day of September, 2011, before me, the undersigned, a Notary Public in and for the State of Georgia, personally appeared **Robert G. Varneode**, to me personally known, who being by me duly sworn, did say that he/she is a member of **Hawknut Properties, LLC**, and that said instrument was signed on behalf of said limited liability company by authority of its members/manager(s) and said member acknowledged the execution of said instrument to be the voluntary act and deed of the limited liability company, by him/her and by it voluntarily executed.

**Stamp or**

**Seal:**

  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE



## Addendum

1. The North Half (N1/2) of the Southeast Quarter (SE1/4), and the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4), and the West Half (W1/2) of the Northeast Quarter (NE1/4), and the East Half (E1/2) of the Northwest Quarter (NW1/4) of Section Thirty-one (31), in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" located in the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) and the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of said Section Thirty-one (31), containing 19.85 acres, as shown in Plat of Survey filed in Book 2006, Page 4459 on October 26, 2006, in the Office of the Recorder of Madison County, Iowa.

AND

The East Half (E1/2) of the Northeast Quarter (NE1/4) of Section Thirty-one (31), in Township Seventy-four (74) North, Range Twenty-nine (29) West of 5th P.M. in Madison County, Iowa, EXCEPT a parcel of land in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Thirty-one (31), described as follows: Commencing at the North Quarter Corner of said Section Thirty-one (31), thence North 90°00'East 1,320.00 feet to the point of beginning. Thence South 00°18' West 330.00 feet along the West line of the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Said Section Thirty-one (31), thence South 90°00'East 660.00 feet, thence North 00°18'East 330.00 feet, thence North 90°00'West 660.00 feet to the point of beginning, containing 5.0 acres including 0.64 acres of County Road right-of-way.