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Fee Amount: \$7.00

INDX 1 **ANNO** SCAN CHEK

**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, P.O. Box 407, Creston, IA 50801

## LIMITED EASEMENT

The Southeast Quarter (1/4) of Section Thirty-three (33), in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, subject to easements of record.

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 e of Owner(s) if any damage the ere be will be kept to a minimum

to adjacent real estate of Owner(s), it any damage there be, will be kept to a minimum.
Lori a. Repult  Executed this 25 day of July 2012.
Lori A. Ryner, Manager Member
Gillespie Family Farms, LLC
GRANTORS
<del>本者本本本本本本本本本本本本本本本本本本本本本本本本本本本本本本本本本本本</del>
(STATE OF <u>TOWA</u> )
On this 26th day of, 2012, before me, the undersigned, a Notary Public in and for the State of IOWA, personally appeared Lori A. Ryner, to me personally known, who being by me duly sworn, did say that he/she is a member of Gillespie Family Farms, 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:  CHEYENRE JOHNSTON Commission Number 761508 My Commission Expires January 25, 2013  NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

Rev: 03/11