

BK: 2021 PG: 3097
Recorded: 7/26/2021 at 11:48:40.0 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: Sarah Lynne McCuddin and James Benjamin McCuddin
Grantee: Southern Iowa Rural Water Association

LIMITED EASEMENT

RE: Parcel "B" in the Southeast Quarter of the Northwest Quarter and the North Half of the Southwest Quarter of Section 35, Township 74 North, Range 26 West of the 5th P.M., Madison County, Iowa, as shown in a Plat of Survey recorded on April 9, 2018, in Book 2018 on Page 1083 in the Office of the Madison County Recorder.

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.

Sarah Lynne McCuddin
Sarah Lynne McCuddin

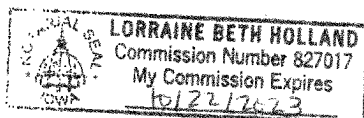
James Benjamin McCuddin
James Benjamin McCuddin

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 Sarah Lynne McCuddin and James Benjamin McCuddin, wife and husband, 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:



Lorraine Beth Holland

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE