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BOOK 2001 PAGE 479

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REC \$ 15<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1<sup>00</sup>

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COMPARED \_\_\_\_\_

HICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

<b>Preparer</b>	Benjamin W. Hopkins	400 Locust Street, Suite 400	Des Moines, IA	515/248-9000
<b>Information</b>	Individual's Name	Street Address	City	Phone

SPACE ABOVE THIS LINE  
FOR RECORDER

(FMHA Approved)

No. 187628-A

LIMITED EASEMENT

Re: Pamela L. Carroll

All that part of the South Half (1/2) of the Southeast Quarter (1/4) lying South of the main channel of North River except 1 1/4 acres out of the Northeast corner thereof, and all that part of the West Half (1/2) of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) lying West of the main channel of North River except 2 acres out of the Northwest corner thereof, all in Section Eighteen (18), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

The undersigned, as Owner(s) of record of the real estate described above, for one dollar and other good and valuable consideration received, hereby grant(s), sell(s), transfer(s) and convey(s) to Xenia Rural Water District (the "District"), 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, LIMITED AS FOLLOWS:

1. This easement is solely for the general purposes of construction and laying and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing water pipeline and any necessary appurtenances thereto over, across and through the real estate described above; and,
2. Once such water pipeline and any necessary appurtenances thereto are installed and operating, then 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 District. The District, 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. Said pipeline shall be placed within 30 feet from and adjacent to existing road right-of-way; provided, however, that grantee may deviate from said course to avoid natural and/or manmade barriers or obstructions.

The District further agrees:

1. To repair, or pay to repair, any tile lines and fences injured or destroyed during construction and in the course of maintenance thereafter.
2. To pay for any crops damaged or destroyed in the course of maintenance beginning one year from the date of initial construction.
3. As long as there is adequate water available, the Owner or successor Owners of the above described property may, by paying the current membership fee and other associated costs at that time, avail themselves to any number of water service hook-ups.

Executed this 27<sup>th</sup> day of Feb, 2000.

X Pamela L. Carroll  
Pamela L. Carroll

INDIVIDUAL

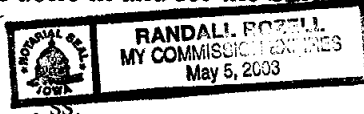
State of IA County of Madison, ss:

On this 7 day of Feb, 2000, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared

Pamela L. Carroll

to me known to be the same and identical person(s) who executed the within and foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.

Randall Rozell  
Notary Public in and for the Said County and State



INDIVIDUAL

State of \_\_\_\_\_ County of \_\_\_\_\_, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared

Pamela L. Carroll

to me known to be the same and identical person(s) who executed the within and foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for the Said County and State

**NOTICE OF INTENT  
TO ACQUIRE AN EASEMENT**

Xenia Rural Water District is in the process of obtaining easements for the construction and maintenance of a rural water system in your area. This Project is being funded by Federal money and therefore subject to the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended".

It has been USDA Rural Development policy and is the Xenia Board's policy that easements are granted for a payment of \$0.08 per linear foot (\$116.17 per acre for a 30-foot wide easement) or payment for actual crop damage during water line construction.

I have read this notice and I have received and read a copy of "Easement Responsibilities" and "When a Public Agency Acquires Your Property".

*Pamela R. Cornell*

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Property Owner

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Property Owner