

MICHELLE "MICKI" UTSLER, COUNTY RECORDER  
MADISON IOWA

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input type="checkbox"/>

Preparer Information

WJ

Chad Hiddleston  
Individual's Name

2398 141<sup>st</sup> Street  
Street Address

Bouton, IA  
City

515-676-2117  
Phone

Xenia Rural Water District

Po 39

50039

SPACE ABOVE THIS LINE  
FOR RECORDER

LIMITED EASEMENT

(FMHA Approved)

No. 137629DNLN

DM-Maffitt

RE: Daniel J. Nielsen and Lonna J. Nielsen

The Southeast Quarter (1/4) of the Northeast Quarter (1/4) and the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M., Madison County, Iowa, EXCEPT all that part of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Thirteen (13) lying North and West of the East and South bank of the river as said river is now located, AND EXCEPT Parcel "B" located in the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of said section Thirteen (13), containing 23.433 acres, as shown in Plat of Survey filed in Book 2, Page 678 on May 6, 1996 in the Office of the Recorder of 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.

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 crop 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 1 day of June, 2004.

[Signature]  
Daniel J. Nielsen

[Signature]  
Lonna J. Nielsen

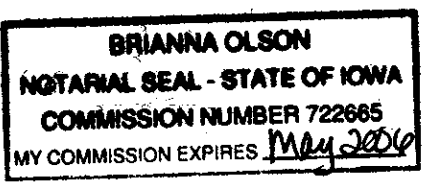
INDIVIDUAL

State of Iowa County of Polk, ss:

On this 1<sup>st</sup> day of June, 2004, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared

Daniel J. Nielsen

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.



[Signature]  
Notary Public in and for said County and State

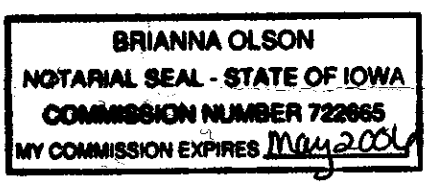
INDIVIDUAL

State of Iowa County of Polk, ss:

On this 1<sup>st</sup> day of June, 2004, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared

Lonna J. Nielsen

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.



[Signature]  
Notary Public in and for said County and State