

FILED NO. 001580

BOOK 2001 PAGE 1580

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MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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

COMPUTER   
RECORDED   
COMPARED

**Preparer**

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

(FMHA Approved)

No. 197629-D

LIMITED EASEMENT

Re: Floyd L. Heichel and Letha M. Heichel

The East half of the South half of the Southwest Fractional Quarter (E $\frac{1}{2}$ S $\frac{1}{2}$ SWFr $\frac{1}{4}$ ) and the East half (E $\frac{1}{2}$ ) of the South Sixteen (16) acres of the North half of the Southwest Fractional Quarter (N $\frac{1}{2}$ SWFr $\frac{1}{4}$ ), all in Section Eighteen (18), Township Seventh-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; and the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section Nineteen (19), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th 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 11<sup>TH</sup> day of April, 2000.

Letha Heichel  
Floyd L. Heichel

Letha M. Heichel  
Letha M. Heichel

Decreed by (X)

INDIVIDUAL

State of Iowa County of Madison, ss:

On this 11<sup>TH</sup> day of April, 2000, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared

Floyd L. Heichel Decreed by

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

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

INDIVIDUAL

State of Iowa County of Madison, ss:

On this 9<sup>TH</sup> day of April, 2000, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared

Letha M. Heichel

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



**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".

*Letha Neichel*

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Property Owner

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Property Owner