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AUD \$ _____
R.M.F. \$ 1⁰⁰

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

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

SPACE ABOVE THIS LINE
FOR RECORDER

(FMHA Approved)

No. 197628-C

LIMITED EASEMENT

Re: David W. Howell and Kimberly S. Howell
(a/k/a David Wayne Howell and Kim Howell)

A tract of land commencing at the Northeast Corner of the Northeast Quarter (1/4) of the Southwest Fractional Quarter (1/4) of Section Nineteen (19) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, running South 218 feet, thence West 409 feet, thence North 218 feet, thence East 409 feet to the point of beginning.

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 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 5TH day of April, 2000.

David W. Howell
David W. Howell
(a/k/a David Wayne Howell)

Kimberly S. Howell
Kimberly S. Howell
(a/k/a Kim Howell)

INDIVIDUAL

State of Iowa County of Madison, ss:

On this 5TH day of April, 2000, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared

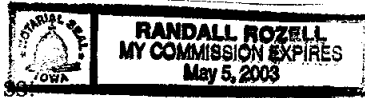
David W. Howell
(a/k/a David Wayne Howell)

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 5TH day of April, 2000, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared

Kimberly S. Howell
(a/k/a Kim Howell)

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

DSMS1:40027219.02



Footage 2000' x .08 = \$160.00

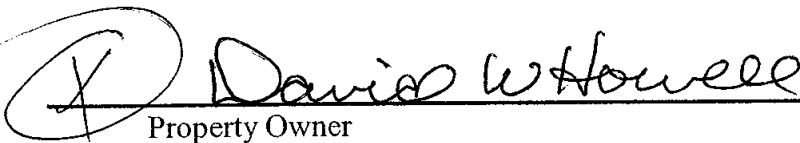
RR 4-5-2001 * The above described property shall be given priority eligibility for future water service subject to contract fees and availability of service as determined by the board of directors of the district at the time of application. The contract fee for a period of five years from date of easement shall be \$600.00

**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".


Property Owner

Property Owner