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Preparer
Information

Nancy Tierney
Individual's Name

2398 141st Street
Street Address

Bouton, IA
City

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA
Phone

PO 39

SPACE ABOVE THIS LINE
FOR RECORDER

LIMITED EASEMENT

(FMHA Approved)

No. 67729mjm

RE: Mary Jo Marsh

Commencing 40 rods North of Southwest corner of the Northwest Fractional Quarter (NW fr 1/4) of Section Six (6), Township Seventy-seven (77) North, Range Twenty-nine (29) West of 5th P.M., thence running East 80 rods; thence 40 rods North; thence West 80 rods; thence South 40 rods along the line between Madison & Adair Counties to place of beginning, EXCEPT a tract of land commencing 40 rods North of Southwest corner of the Northwest Fractional Quarter (NW fr 1/4) of Section Six (6), Township Seventy-seven (77) North, Range Twenty-nine (29) West of 5th P.M., thence East 185 ft., thence North 230 ft., thence West 185 ft., thence South 230 ft. to 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.

4. 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 the date of easement shall be \$600.00. *Douglas W. White 10/15/01.*

Executed this 15 day of October, 2001.

Mary Jo Marsh
Mary Jo Marsh

INDIVIDUAL

State of Iowa County of Madison, ss:

On this 15th day of October, 2001, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared

Mary Jo Marsh

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.

Douglas W. Wiles
Notary Public in and for said County and State

