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REC \$ 10⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰
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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA
515-676-2117
Phone

Preparer Information: **Debra Pitstick**
Individual's Name: **2398 141st Street**
Street Address: **Bouton, IA**
City: **515-676-2117**
Phone

SPACE ABOVE THIS LINE FOR RECORDER

LIMITED EASEMENT

(FMHA Approved)

No. 077629TL

RE: Ted R. Lenocker

The Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) and the South One-half (S1/2) of the Northeast Quarter (NE1/4) of Section Seven (7), Township Seventy-six (76) North of 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.

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 & AVAILABILITY OF SERVICE AS DETERMINED BY THE BOARD OF DIRECTORS OF THE DISTRICT AT TIME OF APPLICATION. THE CONTRACT FEE FOR A PERIOD OF FIVE YRS DATE OF EASEMENT SHALL BE 6000⁰⁰.

5. OWNER REQUESTS FENCES NOT BE CUT, BUT, DUG UNDERNEATH FOR INST. OF WATERLINE.

Executed this 27th day of NOVEMBER, 2001.

X Ted R Lenocker
Ted R. Lenocker

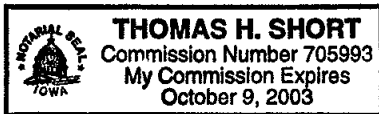
INDIVIDUAL

State of IOWA County of MADISON, ss:

On this 27th day of NOVEMBER, 2001, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared

Ted R. Lenocker

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.



Thomas H Short
Notary Public in and for said County and State