

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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

Return to ^EXenia Rural Water District, 2398 - 141st St., P.O. Box 39, Bouton, IA 50039-0039

Preparer Information	Chad Hiddleson Individual's Name	2398 141 st Street Street Address	Bouton, IA City	515-676-2117 Phone
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SPACE ABOVE THIS LINE
FOR RECORDER

LIMITED EASEMENT

(FMHA Approved) No. 197629CBMB

RE: CHANCE BERRY and MARY WAMSER-BERRY

A tract of land described as commencing 550 feet West of the Southeast corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section Nineteen (19), in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, thence continuing West 402.20 feet, thence North 225 feet, thence East 402.20 feet, thence South 225 feet to the point of beginning, containing 2.0775 acres including 0.3047 acres of county road right of way.

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 22 day of OCTOBER, 2006.

CB

CHANCE BERRY

Mary Wamser-Berry

MARY WAMSER-BERRY

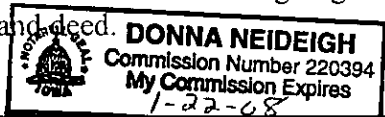
INDIVIDUAL

State of Iowa County of MADISON, ss: 479-98-5252

~~On this 22 day of OCTOBER, 2006, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared~~

CB
CHANCE BERRY

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.



Donna Neideigh

Notary Public in and for said County and State

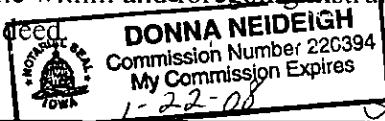
INDIVIDUAL

State of Iowa County of MADISON, ss: 389 78 1649

On this 22 day of OCTOBER, 2006, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared

MARY WAMSER-BERRY
Mary Wamser-Berry

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.



Donna Neideigh

Notary Public in and for said County and State