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LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

CHEK

Return to Xenia Rural Water District, 23998 – 141<sup>st</sup> St., P.O. Box 39, Bouton, IA 50039-0039

Preparer Information Roger Olsen

23998 141<sup>st</sup> Street

Bouton, IA

515-676-2117

Individual's Name Street Address City

Phone

SPACE ABOVE THIS LINE FOR RECORDER

## LIMITED EASEMENT

(FMHA Approved)

No. 217629vls

RE: VALERIE L. STANFILL

A tract of land located in the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-one (21), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, more particularly described as follows, to-wit: Commencing at the Northeast Corner of the Northeast Quarter (1/4) of said Section Twenty-one (21), running thence South Twenty (20) Rods, thence West Twelve (12) Rods, thence North Twenty (20) Rods, thence East Twelve (12) Rods to the place of beginning; EXCEPT Parcel "A" located therein, containing 0.61 acres, as shown in Plat of Survey filed in Land Plat Book 2, Page 445 on March 7, 1994, in the Office of the Recorder of 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:

- 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,
- Once such water pipeline and any necessary appurtenances thereto are installed and operating. 2. then this easement (except the general rights of ingress and egress) shall be automatically reduced in scope to a width of thirty feet (or fifty feet if water pipeline is 14" or larger), 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:

- To repair, or pay to repair, any tile lines and fences injured or destroyed during construction and in the course of maintenance thereafter.
- To pay for any crops damaged or destroyed in the course of maintenance beginning one year from the date of initial construction.
- As long as there is adequate water available, the Owner or successor Owners of the above described property may, by paying the current connection fee and other associated costs at that time, avail themselves to any number of water service hook-ups.

Executed this
INDIVIDUAL State of County of, ss:  On this, day of, 20 14, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared  VALERIE L. STANFILL
to me known to be the same and identical person(s) who executed the within and foregoing instrument, and acknowledge that he/she executed the same as his/her voluntary act and deed.    BRENT EMERSON MOORE   Commission Number 777788   Notary Public in and for the Said County and State   April 3, 2016
INDIVIDUAL State of County of, ss:  On this day of, 20, 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 he/she executed the same as his/her voluntary act and deed.  Notary Public in and for the Said County and State