

REC \$ 20⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

COMPUTER ✓
RECORDED ✓
COMPARED ✓

FILED NO. 001578

BOOK 2001 PAGE 1578

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

Preparer

Information Benjamin W. Hopkins
Individual's Name

400 Locust Street, Suite 400
Street Address

Des Moines, IA
City

515/248-9000
Phone

SPACE ABOVE THIS LINE
FOR RECORDER

(FMHA Approved)

No. 137629-A

LIMITED EASEMENT

Re: Larry D. Dey and Kathy A. Dey

The Northeast Quarter (1/4) of the Northeast quarter (1/4) of Section Thirteen (13), Township Seventy-Six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT That part of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-nine (29) West of the Fifth Principal Meridian, Madison County, Iowa, described as follows: Beginning at the Northwest corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Thirteen (13); thence on an assumed bearing of North 89°49'34" East along the North line of said Northeast Quarter (1/4) of the Northeast Quarter (1/4) 356.02 feet; thence South 00°29'35" West 736.04 feet; thence North 89°33'21" West 356.00 feet to the West line of said Northeast Quarter (1/4) of the Northeast Quarter (1/4); thence North 00°29'35" East along said West line 732.20 feet to the Northwest corner of said Northeast Quarter (1/4) of the Northeast Quarter (1/4) and the point of beginning. Said excepted tract contains 6.00 acres and is subject to Madison County Highway Easement over the Northwesterly 0.06 acres thereof; AND that part of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twelve (12), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the Southeast corner of said Section Twelve (12), thence on an assumed bearing of South 89°49'34" West along the South line of said Southeast Quarter (1/4) of the Southeast Quarter (1/4) 1315.43 feet to the Southwest Corner of said Southeast Quarter (1/4) of the Southeast Quarter (1/4) and the centerline of a Madison County Highway; thence North 87°48'30" East along said centerline 92.56 feet, thence North 84°24'24" East along said centerline 309.23 feet, thence North 79°24'08" East along said centerline 99.88 feet; thence North 76°27'41" East along said centerline 99.96 feet, thence North 74°10'14" East along said centerline 748.39 feet to the East line of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section Twelve (12), thence South 00°00'00" East along said East line 275.58 feet to the Southeast corner of said Section Twelve (12) and the point of beginning, said tract contains 3.25 acres more or less and is subject to Madison County Highway easements over the Northerly and Easterly 0.67 acres thereof and is subject to any encumbrances of record.

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.

It is agreed that, during the period of initial construction, no crop damage will be paid by the District. 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 5 day of April, 2000.


Larry D. Dey


Kathy A. Dey

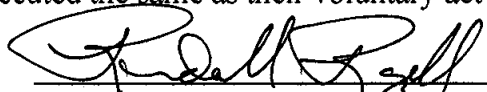
INDIVIDUAL

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

Larry D. Dey

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 _____ 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

Kathy A. Dey

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 _____ 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.

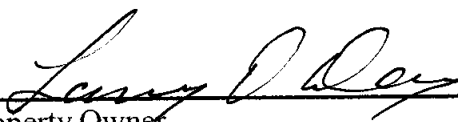
Notary Public in and for the Said County and State

**NOTICE OF INTENT
TO ACQUIRE AN EASEMENT**

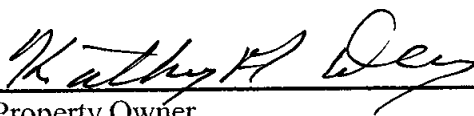
Xenia Rural Water District is in the process of obtaining easements for the construction and maintenance of a rural water system in your area. This Project is being funded by Federal money and therefore subject to the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 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