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BOOK 2001 PAGE 1579
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REC \$ 15⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰
COMPUTER ✓
RECORDED ✓
COMPARED ✓

Preparer

Information Benjamin W. Hopkins
Individual's Name

400 Locust Street, Suite 400
Street Address

Des Moines, IA
City

NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA
515/248-9000
Phone

SPACE ABOVE THIS LINE
FOR RECORDER

(FMHA Approved)

No. 287629-A

LIMITED EASEMENT

Re: Dorothy C. Beverlin, Trustee of the Dorothy C. Beverlin Revocable Trust created under Trust Agreement dated July 1997

The West Two-thirds of the West One-half of the Northwest One-quarter (W2/3 W½ NW¼) of Section Twenty-eight (28), all in Township Seventy-six (76) North, Range Twenty-nine (29) West of the Fifth 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.

^{out RR - 2-8-2001}
~~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 16th day of March, 2000.

Dorothy C. Beverlin

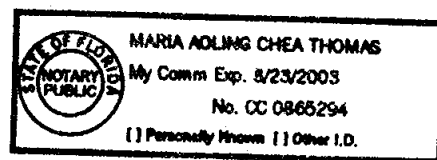
Dorothy C. Beverlin, Trustee of the
Dorothy C. Beverlin Revocable Trust
created under Trust Agreement dated July 1997

TRUSTEE

State of Florida County of Orange, ss:

On this 16th day of March, 2000, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared Dorothy C. Beverlin, Trustee of the Dorothy C. Beverlin Revocable Trust created under Trust Agreement dated July 1997, to me known to be the same and identical person(s) who executed the within and foregoing instrument, and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Maria Adling Chea Thomas
Notary Public in and for the Said County and State



Preparer
Information Benjamin W. Hopkins 400 Capital Square, 400 Locust Street, Des Moines, Iowa 50309 515/248-9000
Individual's Name Street Address City Phone

SPACE ABOVE THIS LINE
FOR RECORDER

AFFIDAVIT OF AUTHORITY

The West Two-thirds of the West One-half of the Northwest One-quarter (W2/3 W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty-eight (28), all in Township Seventy-six (76) North, Range Twenty-nine (29) West of the Fifth P.M., Madison County, Iowa.

I, Dorothy C. Beverlin, being first duly sworn and under oath state of my personal knowledge that:

1. I am the trustee under the Dorothy C. Beverlin Revocable Trust created under Trust Agreement dated July 1997 to which the above-described real estate was conveyed to the Trustee by Dorothy & Max Beverlin pursuant to an instrument recorded the 22nd day of September, 1997, recorded in the office of the Madison County Recorder in Book 138, Page 39 [insert recording data].

2. I am the presently existing Trustee under the trust and am authorized to execute a Limited Easement in favor of Xenia Rural Water District and grant the Limited Easement thereunder, without any limitation or qualification whatsoever.

3. The trust is in existence and I as trustee am authorized to transfer the interests in the real estate as described in paragraph 2, free and clear of any adverse claims.

Dorothy C. Beverlin
Dorothy C. Beverlin, Trustee

Sworn to and subscribed before me by Maria A.C. ~~Thomas~~ Thomas on this 16th day of March, 2001.

Maria Adling Chea Thomas
Notary Public in and for the State of Iowa Florida County of
Orange

DSMS1:40026440.01

