

REC \$ 15.00
AUD \$
R.M.F. \$ 7.00

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

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

SPACE ABOVE THIS LINE
FOR RECORDER

(FMHA Approved) No. 227629-B

LIMITED EASEMENT

Re: Mary Eyleen McKinley

A tract located in the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of Section Twenty-two (22), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, more particularly described as:

A tract bounded by a line described as commencing at the East Quarter corner of Section Twenty-two (22), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M.; thence North 00°00' along the Section line a distance of 657 feet to the point of beginning; thence North 00°00' along the Section line a distance of 440 feet; thence West 00°00' 360 feet; thence South 00°00' 150 feet; thence East 00°00' 29.72 feet; thence South 00°00' 290 feet; thence East 00°00' 330.28 feet, more or less, to the point of beginning. (Containing 3.44 acres, including .33 acres of public 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.

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 27 day of February, 2000.

Mary Eyleen McKinley
Mary Eyleen McKinley

INDIVIDUAL

State of Iowa County of Madison, ss:

On this 27th day of February, 2000, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared

Mary Eyleen McKinley

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.

[Signature]

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 \$0.09 per linear foot (\$130.69 per acre for a 30-foot wide easement).

I have read this notice and I have received and read a copy of "Easement Responsibilities" and "When a Public Agency Acquires Your Property".

Mary Eileen Mailing
Property Owner

Property Owner