

REC \$ 10⁰⁰
 AUD \$ 1⁰⁰
 R.M.F. \$ 1⁰⁰

COMPUTER ✓
 RECORDED ✓
 COMPARED ✓

MICKI UTSLER
 RECORDER
 MADISON COUNTY, IOWA
 515-676-2117
 Phone

**Preparer
 Information**

Nancy Tierney
 Individual's Name

2398 141st Street
 Street Address

Bouton, IA
 City

515-676-2117
 Phone

SPACE ABOVE THIS LINE
 FOR RECORDER

LIMITED EASEMENT

(FMHA Approved)

No. 207628hfi

RE: Howell Farms Inc.

The Northwest Quarter (NW ¼) and the West One-half (W ½) of the Northeast Quarter (NE ¼) all in Section Twenty (20) Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th 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.

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.
4. *The above described prop. shall be given priority eligibility for future water service subject to contract fees and availability of service as determined by the board of directors of the district at time of application. The contract fee for a period of five yrs from date of easement shall be \$600.00.*
5. *This easement is for (1) one water line only.*

Executed this 27th day of December, 2001.

Howell Farms Inc.

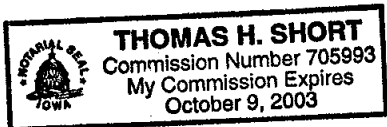
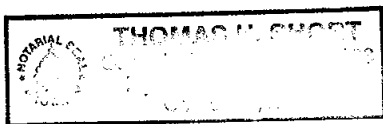
By: Howell Farms Inc.
Name: Walter R. Howell
Title: Director

By: _____
Name: _____
Title: _____

In the case of an Iowa Corporation

STATE OF _____)
) ss.
COUNTY OF _____)

On this 27th day of December, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared WALTER R. HOWELL and _____, to me personally known, who being by me duly sworn did say that they are the Directors and _____, respectively, of said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Directors and _____ as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Thomas H. Short
Notary Public in and for the State of Iowa