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FILED NO. _____

BOOK 2002 PAGE 805

2002 FEB 15 PM 12:04

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWAREC \$ 20⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰COMPUTER ✓
RECORDED ✓
COMPARED ✓Preparer
InformationChad Hiddleson
Individual's Name2398 141st Street
Street AddressBouton, IA
City515-676-2117
PhoneSPACE ABOVE THIS LINE
FOR RECORDER

LIMITED EASEMENT

(FMHA Approved)

No. 67729BNGMBSCV

RE: BEULAH E. NEVITT, GLENNA M. MC ATEE, BETTY J. SHEPHERD AND CHARLES E. VARLEY, JR.

SE1/4 Sec 6-77-29 West of the 5th P.M., Madison County, Iowa, less approx. 19.55 acres more or less conveyed for highway purposes to the State of 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 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 4th day of February, 2002.

BEULAH E. NEVITT

Glenna M. McAttee
GLENNAM. MC ATEE

BETTY J. SHEPHERD

CHARLES E. VARLEY, JR.

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

BEULAH E. NEVITT

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 said County and State

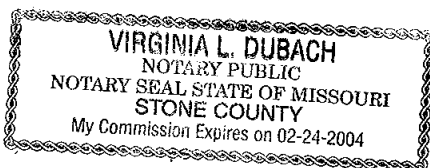
INDIVIDUAL

State of Missouri County of Stone, ss:

On this 4th day of February, 2002, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared

GLENNAM. MC ATEE

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.



Virginia L. Dubach
Notary Public in and for said County and State

Executed this 30th day of JANUARY, 2002.

X Beulah E. Nevitt
BEULAH E. NEVITT

GLENN A. MC ATEE

X Betty J. Shepherd
BETTY J. SHEPHERD

X Charles E. Varley Jr.
CHARLES E. VARLEY JR.

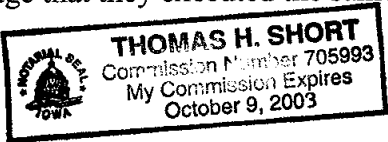
INDIVIDUAL

State of IOWA County of MADISON, ss:

On this 30th day of JANUARY, 2002, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared

BEULAH E. NEVITT

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.



Thomas H. Short
Notary Public in and for said County and State

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

GLENN A. MC ATEE

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 said County and State

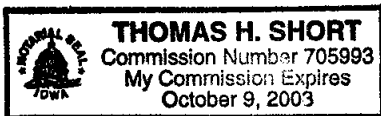
INDIVIDUAL

State of IOWA County of MADISON, ss:

On this 30th day of JANUARY, 2002, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared

BETTY J. SHEPHERD

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.



Thomas H. Short
Notary Public in and for said County and State

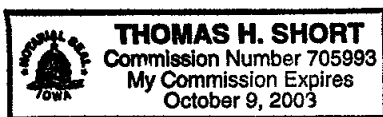
INDIVIDUAL

State of IOWA County of MADISON, ss:

On this 30th day of JANUARY, 2002, before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared

CHARLES E. VARLEY, JR.

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.



Thomas H. Short
Notary Public in and for said County and State