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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

**Preparer
Information**

✓ **Chad Hiddleson**
Individual's Name

2398 141st Street
Street Address

Bouton, IA
City **50039**

515-676-2117
Phone

**SPACE ABOVE THIS LINE
FOR RECORDER**

LIMITED EASEMENT

(FMHA Approved)

No. 117629JS

RE: Jimmie Ray Smith

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Eleven (11), Township Seventy-six (76) North, Range Twenty-nine (29) 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 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 24 day of April, 2003.

Jimmie Ray Smith
Jimmie Ray Smith

INDIVIDUAL

State of Iowa County of Adair, ss:

On this 24 day of April, 2003 before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared

Jimmie Ray Smith

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.

Ji Zhe
Notary Public in and for said County and State