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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

ENV

Prepared by: Gayla E. Hannagan of Iowa Regional Utilities Association, d/b/a Central Iowa Water Association, 3801 Iowa Speedway Drive, Newton, Iowa. 50208 (Telephone: 641-792-7011)

WHEN RECORDED RETURN TO: Central Iowa Water Association, R-O-W Department, 3801 Iowa Speedway Drive, Newton, Iowa 50208

LIMITED EASEMENT

No: 1503-90-6-29-B

RE:

(See Legal Description on page 2 hereof.)

Owners of Record: Robert M. Smith

The undersigned record owner(s) of equitable interests in the real estate shown above or attached, for good and valuable consideration, hereby convey(s) to Iowa Regional Utilities Association, d/b/a CENTRAL IOWA WATER ASSOCIATION, ("Association") , its successors and assigns, a perpetual easement in, to, and running with such real estate,-together with a general perpetual right of ingress and egress upon such real estate and any adjacent lands of owner(s) for meter reading, pipeline maintenance, or other reasonable Association purposes. By this instrument, the Association may construct, lay, own, use, operate, inspect, maintain, repair, replace or remove waterlines and any necessary appurtenances thereto upon, under and through such real estate. Once the waterlines and appurtenances are completely installed and operating, then this easement (except the general rights of ingress and egress) shall reduce in scope to a width of 30 feet, the centerline of which will be the waterlines and appurtenances. During initial construction, no crop damage will be paid by the Association, unless otherwise agreed upon in writing. The Association will try to place the pipe lines within about ten to twenty feet from fences adjacent to road rights of way except to avoid natural or man-made obstructions or to comply with governmental requirements or upon verbal requests of any owner or agent of any owner prior to initial construction. The Association will fix any damage it causes to fences or tile lines. The Association will pay for crop damages it may cause due to repairs or maintenance of its property after one year from the date of initial construction. Owner(s) promise to immediately inform each (if any) tenant relative to this easement and will protect the Association from any claims of a tenant. If an owner's spouse is not presently a record owner, then the spouse signs this easement only for the purpose of relinquishing the legal spousal interests. Each owner signing below represents that he, she or it has an equitable interest of record in the real estate and authority to grant these easement interests. This instrument shall be deemed dated and in full force and effect as of the first date shown on the acknowledgment(s) below. If there's any technical deficiency in this instrument or the way it was signed, then this document shall nonetheless be a perpetual easement as to all interests in the real estate held by the undersigned and a perpetual license running with the land given by the undersigned on behalf of all owners of record and occupants to the Association, its successors or assigns, for such purposes.

(By): Robert M. Smith
Robert M. Smith

(By): _____

GENERAL INDIVIDUAL ACKNOWLEDGMENT
(PLEASE TYPE OR PRINT AND BE CERTAIN TO COMPLETE THE MARITAL STATUS PORTION)

STATE OF _____ IOWA >> Buchanan COUNTY >> SS:

On this 16th day of April, 2008, before me, the undersigned, a Notary Public in and for the aforesaid State & County, personally appeared Robert M. Smith (Husband & Wife / (Single)) to me known to be the same and identical person(s) named in and who executed the within and foregoing instrument and acknowledged the execution thereof as a voluntary act and deed.

(Place Notary Seal Here)

NOTARY SIGN HERE _____
Notary Public in and for said County and State

TODD ROZENDAAL
Commission Number 749123
My Commission Expires
9-27-2010

A strip of land one hundred (100) feet in width extending over and across: The West Half (W½) of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) and the West One-half (W½) of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), of Section Twenty-eight (28), EXCEPT Parcel A, Part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Twenty-eight (28), Township Ninety (90) North, Range Six (6) West of the 5th P.M., Delaware County, Iowa, according to the plat recorded in Book 8 Plats, Page 23; the North One-half (N½) of the Northeast Quarter (NE¼) of Section Twenty-nine (29); the South One-half (S½) of the South One-half (S½) of Section Twenty (20); and the Southeast Quarter (SE¼) of Section Nineteen (19), all in Township Ninety (90) North, Range Six (6), West of the 5th P.M., said strip of land being Fifty (50) feet in width on each side of the centerline of the main track (now removed) of the Minnesota and Northwestern Rail Road Company (later the Chicago Great Western Railway Company, now Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections Twenty-eight (28), Twenty-nine (29), Twenty (20) and Nineteen (19).

Also: A strip of land one hundred (100) feet in width lying Southwesterly of and adjoining said above described one hundred (100) foot wide strip of land in the West One-half (W½) of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of said Section Twenty-eight (28), and lying Southeasterly of a line drawn at right angles to said original main track center line at a point thereon distant five hundred forty-eight (548) feet Southeasterly from the intersection thereof with the West line of said Section Twenty-eight (28).

Also: A strip of land Fifty (50) feet in width lying Northeasterly of and adjoining said above described one hundred (100) foot wide strip of land in the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of said Section Twenty (20), and lying Northwesterly of a line drawn at right angles to said original main track center line at a point thereon distant two hundred twenty (220) feet Southeasterly from the intersection thereof with the West line of the Southeast Quarter (SE¼) of said Section Twenty (20).

Also: A strip of land Fifty (50) feet in width lying Northeasterly of and adjoining said above described one hundred (100) foot wide strip of land in the South One-half (S½) of the Southwest Quarter (SW¼) of said Section Twenty (20), and lying between lines drawn at right angles to said original main track center line at points thereon distant nine hundred one (901) feet and two thousand thirty-one (2031) feet, respectively, Southeasterly, from the intersection thereof with the West line of said Section Twenty (20).

Also: A strip of land Fifty (50) feet in width lying Northeasterly of and adjoining said above described one hundred (100) foot wide strip of land in the East One-half (E½) of the Southeast Quarter (SE¼) of said Section Nineteen (19), and lying between lines drawn at right angles to said original main track center line at points thereon distant three hundred forty-five (345) feet and seven hundred ninety-five (795) feet, respectively, Northwesterly from the intersection thereof with the East line of said Section Nineteen (19).

Also: A strip of land Fifty (50) feet in width lying Northeasterly of and adjoining said above described one hundred (100) foot wide strip of land in the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section Nineteen (19), and lying Northwesterly of a line drawn radially to said original main track center line at a point thereon distant five hundred thirty-two and two-tenths (532.2) feet Southeasterly from the intersection thereof with the West line of the Southeast Quarter (SE¼) of said Section Nineteen (19).