Entered for taxation 18 day
of June A.D., 2008
Carla K. Becker, Auditor
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Parcel # 035-29-00-013-00

Book 2008 Page 1931

Document 2008 1931 Type 03 006 Pages 1
Date 6/17/2008 Time 1:18:07PM
Rec Amt $7.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by: Gayla E. Hannagan of Iowa Regional Utilities Association, d/b/a ~~Central~~ GAW 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: 1551-90-4-29-B

RE:

That part of the South Half (S½) of the Southwest Quarter (SW¼) of Section Twenty-nine (29), Township Ninety (90) North, Range Four (4), West of the 5th P.M., Delaware County, Iowa, described as commencing at the Northeast corner of said South Half (S½) of the Southwest Quarter (SW¼), thence West 75.0 feet to the East fence line, thence South 20.0 feet to point of beginning, thence West 207.71 feet, thence South 207.71 feet, thence East 207.71 feet, thence North 207.71 feet to point of beginning; subject to easements and public roads of record.

111-855
111-856

Owners of Record: E. Powell and Son, Inc.

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.

E. Powell and Son, Inc.

(By): David F. Conway
David F. Conway, President

(By): _____
Janice Conway, Secretary

CORPORATE ACKNOWLEDGMENT
[PLEASE TYPE OR PRINT]

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

On this 9th day of May, 2008, before me, the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared DAVID F CONWAY and _____, to me personally known, who, being by me duly sworn, did say: that such person(s) is/are the President or _____ and the Secretary _____, respectively of the aforesaid corporation executing the within and foregoing instrument, that (no seal has been procured by the said/the seal affixed thereto is the seal of ~~said~~ corporation; that said instrument was signed [and sealed, if so indicated above] on behalf of said corporation by authority of its Board of Directors; and, that the aforesaid individual(s), as said officer(s) of such corporation, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by such officer(s)voluntarily executed.

(Place Notary Seal Here) *NOTARY SIGN HERE*

DUANE C. ROZENDAAL
Commission Number 191695
My Commission Expires
6-13-2009

Duane C. Rozendaal
Notary Public in and for said County and State