Entered for taxation 18 day
of June A.D., 2008
Carla K Becker, Auditor
By D. Willman, Deputy
Parcel # 600-00-04-027-10
035-29-00-005-00

Book 2008 Page 1932
Document 2008 1932 Type 03 006 Pages 3
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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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: 1551-90-4-29-C

RE:

(See Legal Description on page 3 hereof.)

129-340
129-348

Owners of Record: Robert E. Beswick, as to an undivided one-half (½) interest thereof; and Elizabeth June Beswick-Todd, as to an undivided one-half (½) interest thereof.

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 E. Beswick
Robert E. Beswick

(By): Therese H. Beswick
Therese H. Beswick

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

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 & County, personally appeared** ROBERT E. BESWICK & THERESE H. BESWICK **(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 Duane C. Rozendaal
Notary Public in and for said County and State

DUANE C. ROZENDAAL
Commission Number 191895
My Commission Expires
6-12-2009

(By): Elizabeth June Beswick-Todd (By): _____

Elizabeth June Beswick-Todd

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

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 & County, personally appeared** ELIZABETH JUNE BESWICK-TODD **(~~Wife & Husband~~ / 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 Duane C. Rozendaal

Notary Public in and for said County and State

NOTARIAL SEAL IOWA
DUANE C. ROZENDAAL
Commission Number 191895
My Commission Expires
5-12-2009

That part of the Northwest Quarter (NW¼) 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 a point 20 chains South of the Northwest corner of said Section Twenty-nine (29), running thence South to the Southwest corner of said Northwest Quarter (NW¼), thence East along the South line of said Northwest Quarter (NW¼) to the Southeast corner of said Northwest Quarter (NW¼), thence North to a point in the center of the highway which is 1,024 feet and 9 inches South of the Northeast corner of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), thence West to the West line of the right-of-way of the Chicago, Milwaukee & St. Paul Railway Company, thence North to a point 34 chains and 16 links directly East of the place of beginning, thence West 34 chains and 16 links to the point of beginning; also the North One-half (N½) of the Southwest Quarter (SW¼) of said Section Twenty-nine (29), EXCEPT that part described as commencing at the Southeast corner of said North One-half (N½) of the Southwest Quarter (SW¼), thence West 900 feet to the Westerly right-of-way line of the Chicago, Milwaukee and St. Paul Railway Company, which is the point of beginning, thence West 795.6 feet, thence North 12°41' East 205 feet, thence East 841.2 feet to the Westerly right-of-way line of said Railroad, thence Southwesterly 220 feet along said right-of-way line to the point of beginning, all being subject to roadways and easements of record. AND including all of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's 100.0 foot wide abandoned right-of-way across the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) and across the Northeast Quarter (NE¼) 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. EXCEPT Parcel A, being a part of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section Twenty-nine (29), Township Ninety (90) North, Range Four (4) West of the 5th P.M., City of Greeley, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 201; and also EXCEPT Parcel B, being a part of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section Twenty-nine (29), Township Ninety (90) North, Range Four (4) West of the 5th P.M., City of Greeley, Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 19.