Book 2008 Page 1934

Document 2008 1934 Type 03 006 Pages 2
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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Entered for taxation 18 day
of June A.D., 2008
Carla K. Becker, Auditor
By D. Willman, Deputy
Parcel # 060-26-00-007-00

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: 1539-90-5-26-B

RE:

The West Half (W½) of the Southwest Quarter (SW¼); and the West Five-eighths (W5/8) of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼); all in Section Twenty-six (26), Township Ninety (90) North, Range Five (5), West of the 5th P.M., Delaware County, Iowa, EXCEPT Parcel A, Part of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Twenty-six (26), Township Ninety (90) North, Range Five (5), West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2001, Page 1814; and further EXCEPT that part of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of said Section Twenty-six (26), described as commencing at the Southwest corner of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of said Section Twenty-six (26), thence North 1865.1 feet along the West line of the Southwest Quarter (SW¼) of said Section Twenty-six (26) to the point of beginning, thence North 85°13' East 862.9 feet, thence South 5°13' West 118.0 feet, thence South 83°20' East 215.25 feet, thence North 1°50' East 213.65 feet, thence South 89°13' West 727.4 feet, thence South 16°21' West 63.2 feet, thence South 86°23' West 325.15 feet, thence South 54.15 feet to the point of beginning; subject to easements and road right of way of record.

95-29 2007-1314

Owners of Record: Herbert N. Miller and Margaret M. Miller

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): Herbert N. Miller
Herbert N. Miller

(By): Margaret M Miller
Margaret M. Miller

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

STATE OF _____ **IOWA >>** Delaware **COUNTY >> SS:**

On this 20 **day of** May, 2008, **before me, the undersigned, a Notary Public in and for the aforesaid State & County, personally appeared** Herbert N. Miller & Margaret M. Miller **(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 Jay A. Bienfang
Notary Public in and for said County and State

JAY A. BIENFANG
Commission Number 197144
My Commission Expires
6/24/2010