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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Entered for taxation 25 day
of June A.D., 2008
Carla K Becker, Auditor
By D. Willeman, Deputy
Parcel # 100-26-00-017-00
100-26-00-008-10
100-25-00-014-10

DEND

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: 1515-90-6-26-C

RE:

(See Legal Description on page 2 hereof.)

Owners of Record: Loras J. Heims and Celeste R. Heims

112-301
115-103
115-204

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): Loras J Heims
Loras J. Heims

(By): Celeste R. Heims
Celeste R. Heims

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

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

On this 29 **day of** May, 2008, **before me, the undersigned, a Notary Public in and for the aforesaid State & County, personally appeared** Loras J. Heims & Celeste R. Heims **(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

That part of the East One-half (E½) of the Northwest Quarter (NW¼) of Section Twenty-six (26) lying South of the public highway; also the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), also that part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) lying South of the public highway, and the Southeast Quarter (SE¼) EXCEPT that part lying North of the Railroad right of way of the Northeast Quarter (NE¼) of said Southeast Quarter (SE¼), also the North One (1) acre of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) and South of Railroad right of way of Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), and the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), all in Section Twenty-six (26), Township Ninety (90) North, Range Six (6), West of the 5th P.M., Delaware County, Iowa, EXCEPT Railroad Right of Way, and EXCEPT Road.

A strip of land 100 feet in width extending over and across: the North Half (N½) of the Southwest Quarter (SW¼) of Section Twenty-five (25); the North Half (N½) of the Southeast Quarter (SE¼), and the North Half (N½) of the Southwest Quarter (SW¼) of Section Twenty-six (26), all in Township Ninety (90) North, Range Six (6) West of the 5th P.M., Delaware County, Iowa, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Minnesota and North Western Railroad Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Sections Twenty-five (25) and Twenty-Six (26).

Also a strip of land 50 feet in width lying Northerly of and adjoining said above described 100 foot-wide strip of land in the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section Twenty-six (26), and lying Easterly of a line drawn at right angles to said original main track center line at a point thereon distant 798 feet Westerly from the intersection thereof with the East line of said Northwest Quarter (NW¼) of the Southeast Quarter (SE¼).

Also Two (2) strips of land, each 35 feet in width, lying on each side of and adjoining said above described 100 foot-wide strip of land in the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of said Section Twenty-six (26), and lying between lines drawn at right angles to said original main track center line at points thereon distant 388 feet and 688 feet, respectively, Easterly, from the intersection thereof with the West line of said Section Twenty-six (26). Subject to all public roads and highways located on the above described real estate.