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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. Willman, Deputy
Parcel # 060-28-00-008-10

DEW

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: 1527-90-5-28-B

RE:

The Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) EXCEPT Road, of Section Twenty-eight (28), Township Ninety (90) North, Range Five (5), West of the 5th P.M., Delaware County, Iowa, EXCEPT that part described as commencing at the Southwest corner of said Southwest Quarter (SW¼), thence North along the West line of said Southwest Quarter (SW¼) 259.5 feet, thence East at right angle, parallel to the South line of said Southwest Quarter (SW¼) 177 feet, thence Southwesterly 83 feet to a point 170 feet East of the West line of said Southwest Quarter (SW¼), thence Southeasterly 54 feet to a point 212 feet East of the West line of said Southwest Quarter (SW¼), thence Southwesterly 154 feet to a point on the South line of said Southwest Quarter (SW¼) which is 179 feet East of the Southwest corner of said Southwest Quarter (SW¼), thence West along said South line of the said Southwest Quarter (SW¼) 179 feet to the point of beginning; subject to easements and public roads of record.

121-A5Y

Owners of Record: John K. Hoeger and Marcia M. Hoeger

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): John K. Hoeger
John K. Hoeger

(By): Marcia M. Hoeger
Marcia M. Hoeger

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

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

On this 4 **day of** June, 2008, **before me, the undersigned, a Notary Public in and for the aforesaid State & County, personally appeared** John K. Hoeger & Marcia M. Hoeger **(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)

JAY A. BIENFANG
Commission Number 197144
My Commission Expires
4/24/2010

NOTARY SIGN HERE Jay A. Bienfang
Notary Public in and for said County and State