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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Entered for taxation 18 day
of August A.D., 2008
Carla K. Becker, Auditor
By D. Willman, Deputy
Parcel # 590-00-03-025-00
590-00-03-033-00

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: 1551-90-4-29-L

RE:

The East One-half (E½) of the North Thirty-two (32) feet of Lot Twelve (12), Block Two (2), Baker's Addition to the Town of Greeley, Delaware County, Iowa; AND The North Fifty-two and One-half (52½) feet of the East One-half (E½) of Lot Ten (10), Block Two (2), Baker's Addition to the Town of Greeley, Delaware County, Iowa.

Owners of Record: Greeley Commercial Club 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.

Greeley Comercial Club Inc

(By): Mark P. Wiley
Mark P. Wiley, President

(By): Sheeley Gormson
Sheeley Gormson, Secretary

CORPORATE ACKNOWLEDGMENT
[PLEASE TYPE OR PRINT]

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

On this 30 day of July, 2008, before me, the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared Mark P. Wiley and Sheeley Gormson, 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]~~ 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*

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

JAY A. BIENFANG
Commission Number 197144
My Commission Expires
7/26/2010