Recorded: 4/24/2009 at 10:27:23.0 AM
Fee Amount: $12.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2009 PG: 1636

CHG

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-O

RE:

(See copy of Legal Description on Page Two (2), hereof.)

Owners of Record: SilverEdge Cooperative

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.

SilverEdge Cooperative

(By): Anthony G. Hemann General Manager (By): _____

Anthony Hemann, General Manager

CORPORATE ACKNOWLEDGMENT
[PLEASE TYPE OR PRINT]

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

On this 17 day of April, 2009, before me, the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared Anthony Hemann and General Manager, 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, if so indicated above]~~ 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
4/24/2010

Parcel B of the Plat of Part of the Subdivision of all parts of the North One-half (N½) of the Northwest Quarter (NW¼) of Section 29, Township 90 North, Range 4 West of the 5th P.M., City of Greeley, Delaware County, Iowa, according to the plat recorded in Book 5 Plats, Page 32, said tract being also described as that part of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section 29, Township 90 North, Range 4 West of the 5th P.M., and of Block Three (3) of Bakers Addition to Greeley, Iowa, described as commencing at the intersection of the centerline of Third Street in Greeley, Iowa with centerline of the former main track of the Chicago, Milwaukee, St Paul and Pacific Railroad Company, thence South 89°03' East along the centerline of Third Street 50.18 feet, thence South 3°50'40" East along the Easterly line of former right-of-way of said Railroad Company 558.82 feet to the South line of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of said Section 29, thence West along said South line 200.46 feet to the Westerly line of former right-of-way of said Railroad Company, thence North 3°50'40" West along said line 284.88 feet, thence South 89°03' East 150.53 feet to the centerline of former main track of said Railroad Company, thence North 3°50'40" West 277.26 feet to the point of beginning.