Recorded: 9/30/2009 at 2:47:30.0 PM
Fee Amount: $14.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2009 PG: 3748

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: 1515-90-6-27-C

RE:
The North One-half (N½) of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Twenty-seven (27), Township Ninety (90) North, Range Six (6) West of the 5th P.M., Delaware County, Iowa, EXCEPT Road, (Parcel ID 100270000200); AND The South One-half (S½) of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Twenty-seven (27), Township Ninety (90) North, Range Six (6) West of the 5th P.M., Delaware County, Iowa, EXCEPT Road, (Parcel ID 520000106800); subject to easements and public roads of record.

Owners of Record: Hoth Family Trust and Steven S. Hoth, individually

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.

Hoth Family Trust and Steven S. Hoth, individually

(By): _____ (By): _____

Steven S. Hoth, Trustee of
The Hoth Family Trust +
Individually.

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)
(ss.
COUNTY OF Des Moines **)**

On this 8 **day of** Sept., **A.D. 20**09**, before me, the Undersigned, a Notary Public in and for said State, personally appeared** Steven S. Hoth,
✓ **to me personally known**
or
____ **proved to me on the basis of satisfactory evidence**

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____ **(Sign in Ink)**
Jennifer Evans **(Print/type Name)**
Notary Public in and for the County of Des Moines
And State of Iowa

CAPACITY CLAIMED BY SIGNER

X **INDIVIDUAL**
_____ **CORPORATE**
Title(s) of Corporate Officer(s):
_____
_____
_____ **Corporate Seal is affixed**
_____ **No Corporate Seal procured**
_____ **PARTNERS(s):**
_____ **Limited Partnership**
_____ **General Partnership**
_____ **ATTORNEY-IN-FACT**
_____ **EXECUTOR(s) or TRUSTEE(s)**
_____ **GUARDIAN(s) or CONSERVATOR(s)**
_____ **OTHER**

SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies):
_____
_____
_____
_____
_____
_____

(By): _____
Steven S. Hoth

(By): _____

JENNIFER EVANS
Commission Number 713828
My Commission Expires
11-29-2010

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)
(ss.
COUNTY OF Des Moines **)**

On this 8 **day of** Sept, **A.D. 20**09 **before me, the Undersigned, a Notary Public in and for said State, personally appeared** Steven S. Hoth, Trustee of Hoth Family Trust
✓ **to me personally known**
or
____ **proved to me on the basis of satisfactory evidence**

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____ **(Sign in Ink)**
Jennifer Evans **(Print/type Name)**
Notary Public in and for the County of Des Moines
And State of Iowa

JENNIFER EVANS
Commission Number 713828
My Commission Expires
11-29-2010

CAPACITY CLAIMED BY SIGNER

_____ **INDIVIDUAL**
_____ **CORPORATE**
Title(s) of Corporate Officer(s):
_____
_____
_____ **Corporate Seal is affixed**
_____ **No Corporate Seal procured**
_____ **PARTNERS(s):**
_____ **Limited Partnership**
_____ **General Partnership**
_____ **ATTORNEY-IN-FACT**
X **EXECUTOR(s) or TRUSTEE(s)**
_____ **GUARDIAN(s) or CONSERVATOR(s)**
_____ **OTHER**

SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies):
_____
_____
_____
_____
_____
_____