

INSTRUMENT NO. 071617^{ET}
LINDA FORT
HUMBOLDT CO. RECORDER

AUG 17 2007

AT 2:43 AM
RECORDING FEE \$ 37.00
AUDITOR'S TRANSFER FEE \$ *chg*

PERMANENT EASEMENT FOR SEWER ACCESS
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Jason M. Ross
Davis, Brown, Koehn, Shors & Roberts, P.C.
666 Walnut Street, Suite 2500
Des Moines, IA 50309

Return Document To: (name and complete address)

Jason M. Ross
Davis, Brown, Koehn, Shors & Roberts, P.C.
666 Walnut Street, Suite 2500
Des Moines, IA 50309

Grantor:

Duane Zeller
1101 12th Avenue SW
Humboldt, IA 50548

Grantee:

Humboldt Workshop Service Enriched Housing I, L.L.L.P.
7025 Hickman Road, Suite 5
Urbandale, IA 50323

Legal Description:

See Exhibits A and B.

PERMANENT EASEMENT FOR SEWER ACCESS

Duane Zeller, an individual (the “**Grantor**”), in consideration of the sum of One and 00/100 Dollars (\$1.00), does hereby grant and convey unto Humboldt Workshop Service Enriched Housing I, L.L.L.P. (the “**Grantee**”), a permanent non-exclusive easement (this “**Agreement**”) to use and access the Line (as defined below) that lies to the south of the land described below and serves such land (the “**Burdened Land**”):

See Exhibit A

for the benefit of the property legally described as:

See Exhibit B
(the “**Benefited Land**”).

This Agreement shall be subject to the following terms and conditions:

1. INSTALLATION. Grantor owns the Burdened Land. Grantor, at its expense, has installed a sewer line (the “**Line**”) shown on the survey attached as Exhibit C. The Line is buried under 11th Avenue N., Humboldt, Iowa, and is located immediately to the south of the Benefited Land and is constructed in accordance with plans and specifications approved by the Humboldt City Engineer and the Iowa Department of National Resources.
2. ACCESS GRANT. Subject to any required approval of the City of Humboldt, Grantee is permitted to access the Line by construction of an ancillary access line connection to the manhole which is nearest to the Benefited Land. Grantor acknowledges receipt from Grantee of a one-time fee of \$16,400 for access to the Line. The purpose of this charge is to reimburse Grantor for part of the cost of constructing the Line.
3. MAINTENANCE; COST-SHARING. Grantor shall maintain and repair the Line in a usable condition, subject to the cost sharing provisions in this Agreement. Grantor will seek Grantee’s prior written consent to expenditure of any sum for maintenance and repair in excess of \$1,000.00. Notwithstanding the foregoing, in the event that any maintenance or repair is directly attributable to one of Grantee or Grantor’s respective tenants, then Grantor or Grantee (as applicable) shall bear the full cost of repair or maintenance attributable to such tenant.

Grantor and Grantee acknowledge that they will be solely responsible for any of their respective construction and maintenance costs relating to any ancillary access lines to the Line which they may construct.

If Grantor and Grantee cannot agree on the manner, procedure and amount of expenditures for any such maintenance and repair, then the parties shall submit the request to arbitration. Each party shall select an arbitrator, and those two individuals

selected as arbitrators shall select a third arbitrator, and the majority decision of three arbitrators will prevail. Grantee shall reimburse Grantor for a prorata portion of such maintenance and repair costs of the Line as follows:

Grantor's Share: 50% Grantee's Share: 50%

In the event an additional landowner obtains access to the Line (an "**Additional Grantee**"), Grantor and Grantee shall assign to such Additional Grantee an equal pro rata share of the maintenance expense for the Line.

4. **RIGHT OF ACCESS TO BURDENED LAND.** Subject to any required approval of the City of Humboldt, the Grantee, its agents, contractors, employees and assigns shall have the right of access to the Line and, if necessary, the Burdened Land, and shall have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Line as herein described, including, but not limited to, the right to perform any work to be completed by Grantor if Grantor fails to complete such work as herein provided, and such failure continues for a period of ten (10) days after Grantee gives written notice of such failure to Grantor.
5. **ADDITIONAL ACCESS GRANTS.** In the event that an Additional Grantee wishes to connect to the Line, Grantor and Grantee shall endeavor to charge the next Additional Grantee a connection fee of \$16,500. This fee will be remitted to Grantor. To the extent any other Additional Grantees wish to access the Line thereafter, Grantor, Grantee and the first Additional Grantee shall determine any access fee and shall share this fee equally. Grantor and Grantee (and any Additional Grantees) shall not permit access to the Line by any means other than a direct access connection on the Line, *i.e.*, no person may connect to any ancillary sewer lines that connect to the Line
6. **EASEMENT RUNS WITH LAND.** This Agreement shall be deemed to run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns.
7. **ENFORCEMENT.** Either party may enforce this Agreement by seeking injunctive relief, specific performance, or any other remedy available at law or in equity. The parties agree that, in the event of a default under the terms of this Agreement, the non-breaching party may be irreparably harmed and its damages will be extremely difficult or impossible to ascertain or quantify with precision. The parties specifically agree that, in the event of a default under the terms of this Agreement, the non-breaching party shall be entitled to specific performance to enforce the terms of this Agreement, including, without limitation, the right to obtain a temporary or permanent injunction without the requirement of a bond, in addition to any other remedy that may be available at law or in equity. In the event of litigation to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its costs of litigation, including, without limitation, reasonable attorney's fees.

Signed this 17th day of August, 2007.

Duane Zeller
Duane Zeller, an individual

STATE OF IOWA)
) ss:
COUNTY OF HUMBOLDT)

This instrument was acknowledged before me on August 17th, 2007, by Duane Zeller, an individual.

Brian R. Johnson
_____, Notary Public

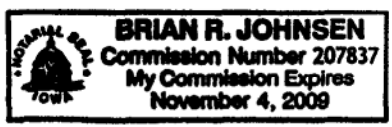


EXHIBIT A

The West 210 feet more or less of a tract described as commencing at a point 1307 feet South of the Northeast corner of the Southwest Quarter of Section 36, Township 92 North, Range 29, West of the 5th P.M., Humboldt County, Iowa, running thence West parallel with Eleventh Avenue North in the City of Humboldt, Iowa (formerly known as Bedford Avenue) 531 feet; thence South parallel with the East line of said quarter section to the center of said Eleventh Avenue North; thence East along the center of said Eleventh Avenue North to the East line of the Southwest Quarter of said Section; thence North along the East line of said Southwest Quarter to the point of beginning; AND

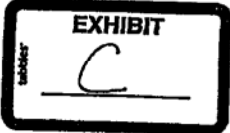
A parcel of land in Section 36, Township 92 North, Range 29 West, Humboldt County, Iowa, commencing at a 6" tile marking the center of Section 36, Township 92 North, Range 29 West, Humboldt County, Iowa thence South along the East line of the Southwest Quarter of Section 36, 1533.25 feet, thence West 97.17 feet parallel with the center line of Bedford Avenue to the point of beginning, said point being the center of the county road as now used; thence continuing West 243.83 feet parallel with the center line of Bedford Ave.; thence 408.37 feet South parallel with the East line of the Southwest Quarter of Section 36 to the center line of Bedford Ave. (now Eleventh Ave. North); thence East 133.41 feet along the center line of Bedford Ave. to the intersection of the present county road as now used; thence Northeasterly 426.20 feet along the centerline of the present county road to the point of beginning containing 1.77 acres, more or less.

EXCEPTING THEREFROM A tract of land 92 feet North and South by 185 feet East and West lying in the Northeast corner of the following described parcel of real estate: A tract of land situated in Section 36 of Township 92 North, Range 29, West, more particularly described as follows: Commencing at a point at a 6 inch tile marking the center of Section 36, Township 92 North, Range 29 West, Humboldt County, Iowa, thence South along the East line of the Southwest Quarter of Section 36, 1533.25 feet, thence West 97.17 feet parallel with the center line of Bedford Avenue to the point of beginning, said point being the center line of the county road as now used, thence continuing West 243.83 feet parallel with the center line of Bedford Avenue, thence 408.37 feet South parallel with the East line of the Southwest Quarter of Section 36 to the center line of Bedford Avenue, thence East 133.41 feet along the centerline of Bedford Avenue to the intersection of the present county road as now used, thence Northeasterly 426.20 feet along the centerline of the present county road to the point of beginning containing 1.77 acres, more or less, subject to existing easements of record. Subject to reservation and easement contained in deed recorded in Book 144 on page 91 in the office of the Humboldt County Recorder.

The 185 feet East and West is measured along the South line of the said parcel being sold hereby, and the measurement is from the West line of the county road along the East side of said parcel. Subject to a perpetual easement to draw water from the well which runs to the property adjoining that hereinabove described on the North.

EXHIBIT B

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 92 NORTH, RANGE 29 WEST OF THE 5TH P.M., CITY OF HUMBOLDT, HUMBOLDT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SAID SOUTHWEST QUARTER; THENCE NORTH 90°00'00" EAST 1313.26 FEET ALONG THE NORTH LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH 00°19'25" EAST 1570.82 FEET; THENCE NORTH 89°01'00" EAST 198.90 FEET; THENCE SOUTH 01°12'50" EAST 113.28 FEET; THENCE NORTH 87°39'00" EAST 349.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87°39'00" EAST 216.20 FEET; THENCE SOUTH 00°36'00" EAST 250.14 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 11TH AVENUE NORTH IN THE CITY OF HUMBOLDT; THENCE SOUTH 87°39'00" WEST 213.52 FEET ALONG THE SAID NORTH LINE; THENCE NORTH 01°12'50" WEST 250.07 FEET TO THE POINT OF BEGINNING CONTAINING 1.23 ACRES. NOTE: FOR THE PURPOSE OF THIS SURVEY THE NORTH LINE OF THE SAID SOUTHWEST QUARTER WAS ASSUMED TO BEAR NORTH 90°00'00" EAST. SUBJECT TO ALL EASEMENTS OF RECORD.



PREPARED BY JAMES C. SAILER L.S., 214 S. 8TH ST. FORT DODGE, IA 50501 515-573-5241

W. 1/4 CORNER
SECTION 36-92-29
FOUND MAG NAIL.

CENTER
SECTION 36-92-29
FOUND 5/8" IRON
PIN

16TH AVENUE NORTH

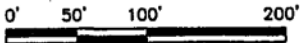
ALTA/ACSM LAND TITLE SURVEY

OF
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 92 NORTH, RANGE 29 WEST OF THE 5TH P.M., CITY OF HUMBOLDT, HUMBOLDT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SAID SOUTHWEST QUARTER; THENCE NORTH 90°00'00" EAST 1313.26 FEET ALONG THE NORTH LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH 00°19'25" EAST 1570.82 FEET; THENCE NORTH 89°01'00" EAST 198.90 FEET; THENCE SOUTH 01°12'50" EAST 113.28 FEET; THENCE NORTH 87°39'00" EAST 349.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87°39'00" EAST 216.20 FEET; THENCE SOUTH 00°36'00" EAST 250.14 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 11TH AVENUE NORTH IN THE CITY OF HUMBOLDT; THENCE SOUTH 87°39'00" WEST 213.52 FEET ALONG THE SAID NORTH LINE; THENCE NORTH 01°12'50" WEST 250.07 FEET TO THE POINT OF BEGINNING CONTAINING 1.23 ACRES. NOTE: FOR THE PURPOSE OF THIS SURVEY THE NORTH LINE OF THE SAID SOUTHWEST QUARTER WAS ASSUMED TO BEAR NORTH 90°00'00" EAST. SUBJECT TO ALL EASEMENTS OF RECORD.

JET COMPANY, INC., PROPRIETOR OF RECORD



ZONING: R-3 MULTI-FAMILY
MIN. SET BACK FRONT 30'
MIN. SET BACK REAR 5'
MIN. SET BACK SIDE 10'



11TH AVENUE NORTH

SANITARY SEWER

24' HMA ROAD

GAS MAIN

REGENCEY VILLA
HUMBOLDT LIMITED
PARTNERSHIP
PROPRIETOR

JET CO., PROPRIETOR

POINT OF BEGINNING

1.23 ACRES
VACANT LOT
NO IMPROVEMENTS

DUANE
ZELLER,
PROPRIETOR

SURVEY DATE: MAY 31, 2007

SCALE: 1" = 100'

CORNERS FOUND: ▲ GOVERNMENT SECTION

CORNERS AS SHOWN ABOVE

● 5/8" YELLOW CAPPED RERODS

1320.00' = MEASURED DISTANCE

(1320.00') = PLAT OR DEED DISTANCE

BOOK H03 PAGE 41 FILE 06-103humboldtworkshop2.dwg

BLOCK 33

(82.5')

VACATED 8TH
STREET NORTH

BLOCK 34

(99')