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LISA SMITH, COUNTY RECORDER
MADISON IOWA

Prepared by & Return to: Jungmann & Hughbanks, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #641-743-6195
(FHA Approved)

LIMITED EASEMENT

RE: Parcel "C" located in the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section Thirty-five (35), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 3.50 acres, as shown in the Plat of Survey filed in Book 2007, Page 2528 on June 21, 2007, in the Office of the Recorder of Madison County, Iowa

The Undersigned, as Owner (s) of record of the real estate described above, for One Dollar and other good and valuable consideration received, hereby grant(s), sell(s), transfer(s) and convey(s) to Southern Iowa Rural Water Association (the "Association"), its successors and assigns, an affirmative and perpetual easement in, to, and running with the real estate described above, together with a general and perpetual right of ingress and egress upon such real estate and upon any adjacent lands of Owner(s), LIMITED AS FOLLOWS:

1. This easement is solely for the general purposes of Archeological studies-where required, initial construction and thereafter to use operate, tap & install service lines, inspect, repair, maintain, replace, remove and improve water pipelines and any necessary appurtenances thereto over, across and through the real estate described above; and

2. Once such water pipeline and any necessary appurtenances thereto are installed and operating, this easement (except the general rights of ingress and egress) shall be automatically reduced in scope to a width of thirty feet, the centerline of which shall be the water pipeline and any necessary appurtenances thereto.

It is agreed that, during the period of initial construction, no crop damage will be paid by the Association. After completion of the project, if repair work on water line is needed, crop damages will be paid. The Association, its successors and assigns, hereby promise to maintain such water pipeline and any necessary appurtenances in good repair so that damage to adjacent real estate of Owner(s), if any damage there be, will be kept to a minimum.

Executed this 8th day of August, 2007.

Joseph J. Birkenstock
(Joseph J. Birkenstock)

Shawn E. Birkenstock
(Shawn E. Birkenstock)

GRANTORS

(STATE OF IOWA)

Ss:
(COUNTY OF Des Moines)

On this 8 day of August, 2007, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared Joseph J. Birkenstock & Shawn E. Birkenstock, Husband & Wife, to me known to be the same and identical persons who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Kathy L. Nelson
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

