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THE IOWA STATE BAR ASSOCIATION Official Form No. 142	JOHN E. CASPER ISBA # 000000816		FOR THE LEGAL EFFECT OF THE USE (THIS FORM, CONSULT YOUR LAWYER
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		NUD \$ 1.00	BOOK 139 PAGE 788
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		COMPUTER VI	w spilit
		RECORDED	/ MICHELLE UTGLER RECORDER
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Preparer JOHN E. CASPER Information	223 E. COURT AVENUE, P.O. BOX		
Individual's N	Name Street Address	City	Phone SPACE ABOVE THIS LIN
	day ofOCTOBER199	•	FOR RECORDER
DONALD J. LYNCH, a single per		o, by and between	· · · · · · · · · · · · · · · · · · ·
411 6	4-81001		
	MADISON , State of lowe SWIHART, husband and wife, as joint tenant.		ind not so tononto in socio
olar D. Ollivert and To. Dieg.	Switzeret, ilasosna una wite, as joint tenuna	with this rights of survivorsing a	ind not as tenants in common,
,	MADISON , State of low		
	ontract provided, agree to sell to the Buye te the following described real estate situat		ration of the premises, hereby MADISON
State of Iowa, to-wit:	- 112 ionoming described real estate situati	of an intercountry of	
See attached Exhibit "A	" incorporated herein for the leg	gal description of the re	eal estate,
		•	•
		V	
		•	•
	d servient estates appurtenant thereto, bi		
	nal property if and as may be herein des	cribed or if and as an itemize	ed list is attached hereto and
marked "Exhibit A" all upon the (1. TOTAL PURCHASE PRICE The Buy	terms and conditions following:	85,000.00	due and payable at
	INTERSET 5,000.00 RECEIPT OF WHICH IS HEREBY	MADISON	County, lows, as follows:
(a) DOWN PAYMENT of \$		ACKNOWLEDGED: and	•
Ist day of each month payable in full. The Branch 1, 1998 at the rate of monthly payments incinterest accrued to the Buyers shall also pay in the state of the st	on or before November 1, 1998; in thereafter until October 1, 2008 uyer shall pay Seller interest upon f eight percent (8%) per annum lude principal and interest. All per date of the payment and the binterest at the rate of eight percent ply advanced by Seller to protect the ency or advance.	when all balances due the unpaid principal bal payable monthly as pro payments shall be first opalance towards the red t (8%) per annum on all	hereunder shall be ances from October ovided herein. The credited towards the action in principal. delinquent amounts
2. POSSESSION. Buyers, concurrently w	ith due performance on their part shall be entitled to posi		day of
October	, 19 $\underline{98}$; and thereafter so long as they shall pe	rform the obligations of this contract. If (
lessees and are entitled to rentals therefrom: 3. TAXES. Sellers shall pay	on and after date of possession, so indicate by "yea" in the	e spece following	no .
	erty taxes payable upon the premises of	luring the fiscal year comm	encing on July 1, 1999,
		· .	
responsible for the payment of said taxes, an of each year. Any proration of taxes shall b (Decide, for yourself, if that formula is fair if 8	or years. Buyers shell pay any taxes not assumed by Sell nd the special assessments, if any, each year, shell furni be based upon the taxes for the year currently payable knyers are purchasing a lot with newly built improvements hall pay the special assessments against this property: (S	sh to the other parties evidence of payme unless, the parties state otherwise.)	e become delinquent. Whoever may be ent of such Items not later than July 15
	XXXXII SAOCIO CALLA SEGUI ASSESSA A SEGUI A SE		
(b) Which are a lien thereon as of	October 1, 1998	 .	
	iments for overage charge heretofore assessed by any m		d possession
 MORTGAGE. Any mortgage or encumb Sellers fall to pay, Buyers may pay any such 	all subsequent special assessments and charges before prance of a similar nature against the said property shall it is ums in default and shall receive credit on this contract	be timely paid by Sellers so as not to prej for such sums so paid. MORTGAGE BY	SELLERS Sallers that successors to
for any amount not exceeding 0.00	ve the right to at any time mortgage their right, title	or interest in such premises or to re- rice herein provided. The interest rate an	new or extend any existing mortgage
onerous than the installment requirements of	this contract. Buyers hereby expressly consent to such (mortgage and agree to execute and del	iver all necessary nacers to aid Sellers
reduced the batance of this contract to the arr	prior and paramount to any of Buyers' then rights in sa nount of any existing mortgage balance on said premises	, they may at their option, assume and a	Ores to pay said modpens seconding to
reduce or pay off such mortgage. ALLOCATE	If receive a deed to said premises; or Sellers, at their o D PAYMENTS, Buyers, in the event of accutring this pro-	option, any time before Buyers have ma perty from an equity holder instead of a h	de such a mortgage commitment, may
mongage against said premises, reserve the	e right, if reasonably necessary for their protection to d agree that they will collect no money hereunder in exces	ivide or ellocate the payments to the in	terested carlies as their interests may
total amount of the encumbrance on the inte	with a management of the state	→ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	river the terms of this contract less the
	Mest of Sellers or their assigns in said real estate; and i	f Sellers shall hereafter collect or receiv	a any moneya haravyder havned auch
union it may shart be considered and hard as	Mest of Sellers or their easigns in said real estate; and to collecting and receiving said money as the agent and to.	f Sellers shall hereafter collect or receiv	a any moneya haranyilar hayani ayeh

6. INSURANCE. Except as may be otherwise included in the tast sentence of paragraph 1(b) above, Buyers as end from said date of possession, shall constantly keep in force insurance, prentums therefore to be prepaid by Buyers (without notice or demand) against loss by fire, tomado and other hazards, casualties and contingencies as Seters may reasonably require on all buildings and improvements, now on or herselfer placed on said premises and any personal property which may be the subject of this contract, in companies to be reasonably approved by Seters in an amount not test than the tryle insurable value of such improvements and personal property or not less than the unpersonable purchase price herself which the subject of the subject of the subject of the subject of the property of the subject of the

- 7. CARE OF PROPERTY. Buyers shall take good care of this property, shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove the same during the life of this contract. Buyers shall not make any material extension in said premises without the written consent of the Sellers. Buyers shall not use or permit said premises to be used for any illegal purpose.
- 8. LIENS. No mechanics' lien shall be imposed upon or foreclosed against the real estate described herein.
- 9 ADVANCEMENT BY SELLERS. If Buyers fell to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, Setters may, but need not, pay such taxes, special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of Setters, be added to the principal amount due hereunder and so secured (For Buyers' rights to make advancements, see peregraph 5 above.)
- 10 JOINT TENANCY IN PROCEEDS AND SECURITY RIGHTS IN REAL ESTATE. If and only if, the Setters Immediately preceding this sale, hold the title to the above described properly in joint lenancy, and such joint lenancy has not later been destroyed by operation of law or by acts of the Sellers, this sale shell not constitute such destruction and the proceeds of this contract, and any continuing and/or receptured rights of Sellers in said real estate, shall be end continue in Sellers as joint tenants with rights of sun-inversible and not as tenants in common, and Buyers, in the event of the death of one of such joint entants, agree to pay any belance of the proceeds of this contract to the surviving Seller (or Sellers) and to accept deed solely from him or them consistent with paragraph 14 below unless and except this paragraph is stricken from this agreement.
- 11. SELLERS. Spouse, if not titleholder immediately preceding this sale, shell be presumed to have executed this instrument only for the purpose at relinquishing all rights of down, homestead and distributive share end/or in compliance with section 561.13 Code of lows, and the use of the word "Sellers" in the printed portion of this contract, without more, shall not rebut such presumption, nor in any way enlarge or extend the previous interest of such spouse in said property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.
- 12. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. Feiture to promptly essent rights of Selliers herein shall not, however, be waiver of such rights or a waiver of any existing or subsequent default.
- 13 EXCEPTIONS TO WARRANTIES OF TITLE. The warranties of tale in any Deed made pursuant to this contract (See paragraph 14) shall be without reservation or qualification EXCEPT. (e) Zoning ordinances. (b) Such restrictive covenants as may be shown of record, (c) Essements of record, if eny. (d) As limited by paragraphs 1, 2, 3 and 4 of this contract. (e) Setters shall give Special Warranties of the deed unless otherwise stipulated.

(Mineral reservations of record?) (Liens?) (Easements not recorded?) (Interests of other parties?) (Lesses?) 14. DEED AND ABSTRACT BILL OF SALE. If all said sums of money and interest are paid to Salers during the life of this contract, and all other agreements for performance by Buyers have been compiled with, Selliers will execute and deliver to Buyers a XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	(a) NONE				
(Liens?) (Essements not recorded?) (Interests of other parties?) (Lessees?) 14. DEED AND ABSTRACT BILL OF BALE. It all said sums of money and interest are paid to Saliers during the life of this contract, and all other agreements for performance by Buyers have been compfled with. Sellers will execute and deliver to Buyers as a SXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			(Mineral reservations of record?)		
14. DEED AND ABSTRACT BILL OF BALE. If all said sums of money and interest are paid to Sailars during the life of this contract, and all other agreements for performance by Buyers have been compiled with, Sailars will execute and deliver to Buyers a "XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					
Buyers have been compiled with, Sellers will execute and deliver to Buyers a XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	• •	•	•	•	
to an or controlling with the contract in the State Bar Association title standards there is lesser requirement as to period of abstracting) to said premises and shall show title therefore in Selfers as of the date of this contract, or as of such earlier date if and as designated in the next sentence. This to date of this contract, or as of such earlier date if and as designated in the next sentence. This to date date is a self-earlier date if and as designated in the next sentence. This to date date is a self-earlier date if and as designated in the next sentence. This to date date is a self-earlier date if and as designated in the next sentence. This to date date is a self-earlier date if and as designated in the next sentence. This to date date is a self-earlier date if and as designated in the next sentence. This to date date is a self-earlier date if and as designated in the next sentence. This to date date is a self-earlier date in the parameter date if and as designated in the next sentence. This to date date is a self-earlier date in the next sentence. This to date date is a self-earlier date in the next sentence in the next sentence in the next sentence. This to date date is a self-earlier date in the next sentence in				•	•
pay the costs of any sostracting due to any act or change in the personal arters of Sellers resulting in a change of title by operation of law or otherwise. If any personal property is a part of this agreement, then upon due performance by Buyers, Sellers shall execute and deliver a Bill of Sele consistent with the terms of this contract. Selecting syntaxics control in TOT SELECTION	with the government patent (unless pursuitile thereto in Sellers as of the date of thi	o Salier's with at this time deliver to ent to the lows State βar Association s contract, or as of such earlier date	ouyers an abstract snowing merchantable title on trile standards there is lesser requirement at a if and as designated in the next sentence. This	i in conformity with this contract. Such a s to period of abstracting) to said premi நூன்கூல் வர்களைக்கில் நகைக்கி கள்	ibstract shall begin ses and shall show ton-bill bill byers
16 FORFEITURE. If Buyers (a) faul to make the payments efcressid, or any part thereof, as same become due, or (b) fail to pay the laxes or special assessments or charges or	pay the costs or any sostracting due to au part of this egreement, then upon due pe	ny act or change in the personal art rformance by Buyers, Sellers shall	airs of Sellers resulting in a change of title by c execute and deliver a Bill of Sale consistent wi	ocaration of law or otherwise. It any pa	isonal property is a
16 FORFEITURE. If Buyers (a) faul to make the payments storesaid, or any part thereof, as same become due, or (b) fail to pay the taxes or special assessments or charges or	15 APPROVAL OF ABSTRACT. Buye	not yet	examined the abstract of title to this property ar	nd such abstract is not yet	accepted
any part thereof, leviled upon said property, or assessed egainst it, by any taxing body before any of such items become delinquent, or (c) feil to keep the property and to keep in in reasonable repair as herein required, or (e) fail to perform any of the agreements as herein medic or required. Hen Sellers in addition to addition to affect and equitable remedies which they may have, all their option, may proceed to forfelt and cancel this contract as provided by lew (Chapter 656 Code of lows). Upon completion of such forfeiture surveys shall have not right of reclemation or compensation for money symmetris made; but such payments end/or improvements if any shall be reteined and kept by Sellers as compensation for the use of said property, end/or as Rouldeled damages for breach of this contract, and upon completion of such forfeiture, if the Buyers, or any other persons shall be in possession of said reel eatile or any part thereof, such party or perfect in possession shall at once pesceptify remove therefrom, or fasting to do so may be treated as tenants holding over, unlawfully after the expertation of leaves, and may accordingly be ousled and removed as such as provided by law.	any part thereof, levied upon said propert to keep it in reasonable repair as herein equitable remedies which they may have forfeiture 8uyers shall have no right of it kept by Sellers as compensation for the other person or persons shall be in possi-	y, or assessed egainst it, by any ta required, or (e) fail to perform any , at their option, may proceed to fo idemation or compensation for mo use of said property, environ as assion of said real estate or env ou	uing body before any of such items become de- rof the agreements as herein made or require infeit and cancel this contract as provided by it ney paid, or improvements made; but such pa dated damages for breach of this contract, an int thereof; such party or parties in cossession.	simquent, or (c) fail to keep the properly d, then Selliers in addition to any and the (Chapter 656 Code of lows). Upon in lyments and/or improvements if any ship d upon completion of such forfeiture, if shall all once peacefully ramove, thereir	insured, or (d) fail all other legal and completion of such all be retained and the Buyers, or any
17. FORECLOSURE AND REDEMPTION. If Buyers feel to Ilmsty perform this contract, Selers, at their option, may elect to declare the entire batance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code Thereafter this contract may be foreclosed in squity and the court may appoint a receiver to take emmediate possession of the property and of the revenues and income accruing therefore and to rent or cultivate the same as the receiver may deem best for the interest of a parties concerned, and such receiver has be table to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation. It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statute of the State of lows shall be reduced to six (6) months provided the Sellers, as such action file an effection to valve any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the lower Code. If the redemption period is so reduced, for the first three (3) months after sales such right of redemption shall be exclusive to the Buyers, and the time period in Sections 628 5. 628 of the lower Code shall be reduced to four (4) months. It is turble egyed that the period of redemption after a foreclosure of this contract shall be reduced to suly (60) days if all of the three following contingencies develop. (1) The real estate is less than ten (10) acres in a first. (2) the Court finds affirmatively that the seld real estate has been abandoned by the owners and those persons personally liable under the contract at the time of such foreclosure, and (3) Selers in such action it were any deficiency judgment again	payable after such notice, if any, as may immediate possession of the property an parties concerned, and such receiver ship and foreclosure and upon the it is agreed that if this contract cover foreclosure proceeding, the time of one such action file an efection to waive any 528 of the lows Code if the redemption in Sections 528 5, 528 15 and 528, 18 of it is further egreed that the period of it real estate is less than ten (10) cares in a this contract at the time of such foreclos action. If the redemption period is so red and the time provided for redemption by pleading or docket entry by or to shall?	be required by Chapter 654. The is dot the revenues and income act of the trevenues and income act all be liable to account to Buyers of econtract obligation is less than len (10) acres of lency year for redemption from asid asid deficiency judgment against Buyers and is so reduced, for the first the lower Code shall be reduced to the deep thought on the count finds altimatively ure, and (3) Selfers in such action seed. Buyers or their successor in creditors as provided in Sections 6 of Buyers et hall be presumption in the sections.	Code Thereafter this contract may be forector truing therefrom and to rend or cultivate the as inly for the net profits, after application of rent f, and in the event of the forectosure of this or provided by the statutes of the State of lows a swhich may arise out of the forectosure proce- ice (4) months after sale such right of redempt as contract shall be reduced to suly (60) days that the said real estate has been abandoned file an election to waive any deficency judgo interest or the owner shall have the exclusive or 128 5, 628 15 and 628 16 of the lows Code shi the property is not abandoned. Any such rede-	sed in squity and the court may appoint time as the receiver may deem best for its, issues and profits from the costs an contract and sale of the property by al- thell be reduced to six (6) months prov- edings; all to be consistent with the pro- tion shall be exclusive to the Buyers, at if all of the three following contingencies by the owners and those persons per nent against Buyers or their successor right to reduced to forty (40) days. Entry motion period shall be consistent with a motion period shall be consistent with a	a receiver to take r the interest of all di expenses of the eriffs sale in such ded the Sellars, in visions of Chapter to the time periodi is develop: (1) The onally liable under in interest in such type after such sale, of appearance by ill of the orovisions

- 18 ATTORNEYS FEES. In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the lien or title herein of Sellers, or in any other case permitted by lew in which attorney is fees may be collected from Buyers, or imposed upon them, or upon the above described property. Buyers agree to pay reasonable attorneys fees
- 19 INTEREST ON DELINQUENT AMOUNTS. Either party will pay interest at the highest legal contract rate applicable to a natural person to the other on all amounts herein as and after they become delinquent, and/or on cash reasonably edvanced by either party pursuent to the terms of this contract, as protective disbursements
- 20. A\$\$IGNMENT. In case of the assignment of this contract by either of the parties, grompt notice shall be given to the other parties, who shall at the time of such notice be furnished with duplicate of such assignment by such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this contract.
- 21. PERSONAL PROPERTY. If this contract includes the sale of any personal property, then in the event of the forfeiture or foreclosure of this contract, such property shall be considered indivisible with the real estate above described, and any such termination of Buyers' rights in said real estate shall concurrently operate as the forfeiture or foreclosure hereof against all such personal property.
- 22. CONSTRUCTION. Words and phrases herein, including advisored hereof, shall be construed as in the engular or plural number, and as mascusine, feminine or neuter gender, according to the context. See paragraph 11 above, for construction of the word "Sellers"
- 23 RELEASE OF RIGHTS. Each of the Buyers hereby relinquishes all rights of dower, homesteed and distributive share in and to the property and waives all rights of exemption as to any of the property.
- 24 LEAD-BASED PAINT NOTICE. If applicable, see attached Disclosure of Information on Lead-Based and/or Lead-Based Paint Hazards

See Exhibit "A" attached hereto and incorporated herein by this reference.

Dated: OCTOBER 30		My
Dated: OCTOBER 30	1998/ Secole of se	luckas
outed in duplicate or triplicate	Heidi S. Swihart	
ONALD J. LYNCH	ICHIVIL SWHART	1
SELLERS	HEIDE S. SWIHART	BUYERS
83 Upland Trail	1621 Upland Trail	
amming, Iowa 50062	Prole, Iowa 50229	BUYERS' ADDRESS
ATE OF IOWA MADISON COUNTY, 85		BUTERS ADDRESS
Instrument was acknowledged before me on OCTOBER 30		, ₁₉ 98

EXHIBIT "A"

LEGAL DESCRIPTION:

Parcel "D", located in the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Two (2), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Commencing at the Center of Section Two (2), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence South 86°27'43" West along the South line of the Northwest Quarter (1/4) of said Section Two (2), 490.95 feet to the Point of Beginning; thence South 86°27'43" West along the South line of the Northwest Quarter of said Section Two (2), 562.50 feet; thence North 2°17'44" West, 288.67 feet; thence North 86°27'43" East 347.00 feet; thence South 39°28'50" East, 356.47 feet to the Point of Beginning. Said Parcel contains 3.013 acres, including 0.460 acres of County Road right-of-way.

SPECIAL PROVISIONS:

EXECUTABLE CIVIL CONTROL FOR D. Sometime Control

25. The parties agree the premises are sold in its "AS IS" condition; the Sellers make no representation or warranties, express or implied, as to the habitability, structural quality or usability of the premises; and, the Buyers acknowledge full opportunity to inspect the structural, electrical, plumbing, sewer and other conditions of the premises.

26.. "LEAD-BASED PAINT CONTINGENCY

THIS CONTRACT IS CONTINGENT UPON A RISK ASSESSMENT OR INSPECTION OF THE PROPERTY FOR THE PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS AT THE PURCHASER'S EXPENSE UNTIL 9 P.M. ON THE TENTH CALENDAR-DAY AFTER RATIFICATION OF THIS CONTRACT. (INTACT LEAD-BASED PAINT THAT IS IN GOOD CONDITION IS NOT NECESSARILY A HAZARD. SEE THE EPA PAMPHLET PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME FOR MORE INFORMATION). THIS CONTINGENCY WILL TERMINATE AT THE ABOVE PREDETERMINED DEADLINE UNLESS THE PURCHASER (OR PURCHASER'S AGENT) DELIVERS TO THE SELLER (OR SELLER'S AGENT) A WRITTEN CONTRACT ADDENDUM LISTING THE SPECIFIC EXISTING DEFICIENCIES AND CORRECTIONS NEEDED, TOGETHER WITH A COPY OF THE INSPECTION AND/OR RISK ASSESSMENT REPORT. THE SELLER MAY, AT THE SELLER'S OPTION, WITHIN TEN (10) DAYS AFTER DELIVERY OF THE ADDENDUM, ELECT IN WRITING WHETHER TO CORRECT THE CONDITION(S) PRIOR TO SETTLEMENT. IF THE SELLER WILL CORRECT THE CONDITION, THE SELLER SHALL FURNISH THE PURCHASER WITH CERTIFICATION FROM A RISK ASSESSOR OR INSPECTOR DEMONSTRATING THAT THE CONDITION HAS BEEN REMEDIED BEFORE THE DATE OF THE SETTLEMENT. IF THE SELLER DOES NOT ELECT TO MAKE THE REPAIRS, OR IF THE SELLER MAKES A COUNTER-OFFER, THE PURCHASER SHALL HAVE TEN (10) DAYS TO RESPOND TO THE COUNTER-OFFER OR REMOVE THIS CONTINGENCY AND TAKE THE PROPERTY IN "AS IS" CONDITION OR THIS CONTRACT SHALL BECOME VOID. THE PURCHASER MAY REMOVE THIS CONTINGENCY AT ANY TIME WITHOUT CAUSE.

- 27. The parties mutually agree to the rescission of any residential tenancy lease agreements between them effective on September 30, 1998.
- 28. The Seller shall grant and convey the Buyers, their successor and assigns, a temporary easement over, along, under and across Seller's adjoining lands as access to the well system including all accessory equipment located approximately as follows:

Commencing at the Center of Section Two (2), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence South 86°27'43" West along the South line of the Northwest Quarter (1/4) of said Section Two (2) 490.95 feet; thence North 39°28'50" West 356.47 feet; thence South 86°27'43" West 257.00 feet to the point of beginning; thence North 02°17'44" West 315.00 feet; thence South 86°27'43" East to the point of beginning.

The Seller further grants and conveys the Buyers, their successors and assigns, the temporary, nonexclusive right to the water from this well system subject to the duty of the Buyers, their successors and assigns bearing one-half (½) of the costs of repairing, replacing and reconstructing the well system. The Buyers, their successors and assigns shall not have the right to fence-in the easement area nor to otherwise limit Seller's use of the easement area so long as such Seller's use is consistent with this grant. These rights granted to Buyers, their successors and assigns are temporary to be fully terminated upon rural water becoming available for the use of the Buyers, their successors or assigns.