

EASEMENT

This Agreement is made and entered into this 2nd day of April, 1991, by and between Omer K. Payne and Olive B. Payne, husband and wife, of Madison County, Iowa, herein referred to as Grantors; and Timothy R. Strain and Carmen R. Strain, husband and wife, of Madison County, Iowa, herein referred to as Grantees, WITNESSETH:

For the consideration of one dollar and other valuable consideration, Grantors hereby convey to Grantees an easement and a right of entry over and across a 30.00 foot wide strip of real estate described as being 15.00 feet on either side of the following described centerline:

Commencing at the Southeast Corner of the NE¼ of the SE¼ of Section 27, T77N, R28W of the 5th P.M., Madison County, Iowa; thence, along the east line of said NE¼ of the SE¼, North 00°00'00", 159.11 feet to the point of beginning; thence North 90°00'00" West, 33.25 feet; thence South 24°49'25" West, 348.19 feet to a terminus at the well.

This easement is for the purpose of drawing water from a well located within the easement boundaries and shall include the right to install, maintain, repair and replace such pipes, lines, pumps, motors, electric cables and lines and appurtenant devises and equipment as are necessary to draw water from such well and transport such water to Grantees' residence situated easterly of such easement in the N¼ SW¼ of Section 26, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa.

This easement does not grant Grantees the exclusive right to draw water from such well nor the right to fence or enclose the easement premises. The easement is not to be construed in any way to guarantee Grantees a water supply.

If any damage to the surface of the ground results from the exercise of the easement or right of entry by Grantees, Grantees shall restore the surface and Grantees shall be liable and pay for any damage to growing crops, fences, gates or other property belonging to Grantors or their successors in interest, resulting from or occasioned by Grantees exercise of this easement and/or right of entry.

The easement shall constitute a covenant running with the real estate herein conveyed to Grantees and shall be binding upon the Grantees and Grantors, their Executors, Administrators, devisees, legatees, heirs at law, grantees, successors and assigns.

COMPILED

Fee \$10.00
FILED NO. 2002
BOOK 127 PAGE 496
91 APR -4 AM 10: 59
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

#2. Easement
Payne - Strain

IN WITNESS WHEREOF, Grantors and Grantees have entered into
this Easement on the date above written.

GRANTORS

GRANTEES

Omer K. Payne
Omer K. Payne

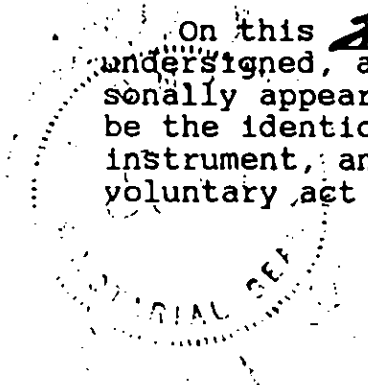
Timothy R. Strain
Timothy R. Strain

Olive B. Payne
Olive B. Payne

Carmen R. Strain
Carmen R. Strain

STATE OF IOWA :
 : SS
MADISON COUNTY :

On this 25 day of March, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Omer K. Payne and Olive B. Payne to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

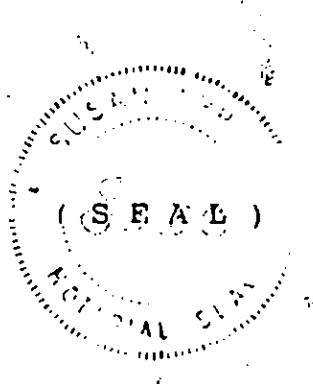


[Signature]
Notary Public in and for the
State of Iowa.

(S E A L)

STATE OF IOWA :
 : SS
MADISON COUNTY :

On this 2nd day of April, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Timothy R. Strain and Carmen R. Strain to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



[Signature]
Notary Public in and for the
State of Iowa.