

FILED NO. 1184
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MARY E. WELTY
RECORDER
MADISON COUNTY IOWA
Fee \$10.00

EASEMENT

FARM CREDIT BANK OF OMAHA, hereinafter called "Grantor", in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, does hereby grant to LESTER L. BIGELOW and MARY KATHRYN BIGELOW, hereinafter called "Grantees", and to their successors and assigns, the perpetual right and easement over, under and across the following-described real estate in Madison County, Iowa, to-wit:

Commencing at the Southeast Corner of the Northeast Quarter ($\frac{1}{4}$) of the Northwest Fractional Quarter ($\frac{1}{4}$) of Section Five (5), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, running thence North 100 feet, thence Southwest to a point 350 feet West of the point of beginning, thence East 350 feet to the point of beginning.

together with the right of ingress and egress over and across said easement area for the purpose of constructing, operating, repairing and maintaining a pond and dam upon and across said easement area, including the right to impound water on said easement area.

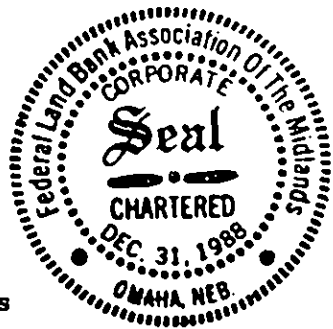
Grantees shall construct and maintain a lawful fence upon the boundary line of said easement area. All parties will abide by any and all rules of the United States Department of Agriculture, Agricultural Stabilization and Conservation Service, regarding the construction, operation and use of ponds and dams.

Grantor warrants and covenants to the Grantees that it has full right and authority to validly grant this easement, and the Grantees may quietly enjoy their estate in the premises.

Grantor covenants that no act will be permitted within the easement area which is inconsistent with the rights hereby granted; and no buildings or

structures will be erected upon said easement area, and that the present grade or ground level thereof will not be changed by excavation or filling. This easement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Dated: Nov. 27. 1990.



FARM CREDIT BANK OF OMAHA, GRANTOR,
BY The Federal Land Bank Association of the
Midlands, Its Agent and Attorney-in-Fact

By Stephen C. McGill
Stephen C. McGill,
Assistant Vice President

STATE OF IOWA :
 : ss
JASPER COUNTY:

On this 27th day of November, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen C. McGill, to me personally known, who being by me duly sworn, did say that he is the Assistant Vice-President of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Stephen C. McGill, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



Rhonda C. Rose
Notary Public in and for the State of Iowa