

Position 5

UNITED STATES DEPARTMENT OF AGRICULTURE  
Farmers Home Administration

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS to Gerald D. and Gaylee M. Toppin, as joint tenants with rights of survivorship and not as tenants in common.

for the sum of \$1 (One Dollar and other valuable consideration).

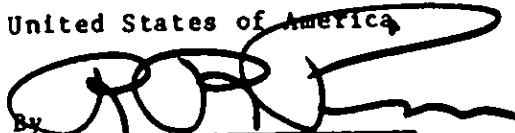
all interest in the following described real estate situated in the County of Madison, State of Iowa,

to wit: See Attachment A

Subject to: See Attachment B

This instrument in which the United States is grantor is excepted from the Iowa Transfer tax by I.C.A. 428A.2

United States of America



By R. R. PIM  
State Director  
Farmers Home Administration  
873 Federal Building  
210 Walnut  
Des Moines, IA. 50309

FmHA 1955-49(Rev. 10-28-81)

COMPARED

STATE OF IOWA, ss.  
MADISON COUNTY,

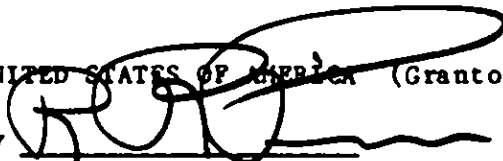
Inst. No. 1632 Filed for Record this 15 day of February 19 91 at 3:02 PM  
Book 128 Page 458 Recording Fee \$20.00 Michelle Utaler, Recorder, By Shirley H. Henry Deputy

This deed is executed and delivered pursuant to the provisions of  
authority set forth in 7 CFR 1900, Subpart A.

No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

Dated December 21, 1990

UNITED STATES OF AMERICA (Grantor)

By   
R. R. PIM  
State Director  
Farmers Home Administration  
United States Department of  
Agriculture

In the presence of:


\_\_\_\_\_  
\_\_\_\_\_

A C K N O W L E D G M E N T

STATE OF IOWA        )  
                          )   SS  
COUNTY OF POLK     )

On this 21st day of December, 1990, before me, a Notary Public in and for the State of Iowa, personally appeared R.R. Pim, to me personally known, who being by me duly sworn, did say that he is the State Director of the Farmers Home Administration for the State of Iowa, United States Department of Agriculture, and acknowledged that he executed the foregoing instrument as the voluntary act and deed of the United States of America, pursuant to authority duly conferred upon him.

(776 Seal)

  
Gene M. Crosby  
Notary Public

(SEAL)  
My Commission Expires May 14, 1993

*Attachment A*

A parcel of land in the Northwest Quarter of the Southeast Quarter of Section 27, Township 74 North, Range 28 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows:

Commencing at the Northeast Corner of the NW.¼ of the SE.¼ of Section 27, T74N, R28W of the 5th P.M., Madison County, Iowa; thence along the east line of said NW.¼ of the SE.¼, South 00°00'00", 435.53 feet to the point of beginning. Thence continuing along said east line, South 00°00'00", 586.49 feet; thence North 88°50'35" West, 742.87 feet; thence North 00°00'00", 586.49 feet; thence South 88°50'35" East, 742.87 feet to the point of beginning. Said parcel of land contains 10.000 Acres including 0.426 Acres of County Road right of way.

## *Attachment B*

The Grantor further conveys Grantee, a easement upon, across and under the real estate legally described as:

A 20.00 foot wide easement being 10.00 feet wide on both sides of the following described water line: Commencing at the Northwest Corner of the Northwest Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section Twenty-seven (27), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence, along the north line of said parcel of land, South 88°50'35" East, 395.77 feet to the point of beginning; thence North 12°45'30" East, 206.08 feet to a terminus at the pond.

for the purpose of operating, repairing, maintaining and reconstructing at Grantee's cost a water system with any and all equipment, accessories and appurtenances as may be reasonably necessary for the transmission and supply of water to the adjoining premises hereby being conveyed to the Grantee. As part of the foregoing, this easement further grants the Grantee the right to have and use water from the pond located at the terminus of the easement, or any well constructed incident to this grant on the easement premises, for agricultural livestock use provided such water consumption occurs on the premises hereby conveyed. The Grantee is given the right to trim, cut and clear away and remove any trees, limbs and brush, whether located on the above described easement premises or hanging over the same, which will interfere with or endanger the operation and maintenance of this water system. As a condition of this grant, the Grantee shall pay for any damage which may be caused to crops, fences or other property of the Grantor by the operation, maintenance or construction of the water system including accessories or related equipment.