

REC \$ 5<sup>00</sup>  
AUD \$ 1<sup>00</sup>  
R.M.F. \$ 1<sup>00</sup>

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MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

THIS DOCUMENT PREPARED BY:  
Richard B. Clogg, Attorney at Law  
106 E. Salem Ave., P.O. Box 215  
Indianola, Iowa 50125  
Telephone: 515-961-2574

**EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

Jack Youngblood, Patricia Youngblood

, hereinafter referred to as GRANTORS, in consideration of One Dollar and Other Valuable Consideration, hereby grant and convey unto Warren Water District, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace and remove water lines and appurtenances thereto, over, across and through the land of the GRANTORS situated in Madison County, Iowa, being more specifically described as follows:

**THAT PART OF THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-SIX (26), WEST OF THE FIFTH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION THIRTEEN (13); THENCE ON AN ASSUMED BEARING OF SOUTH 02 16'50" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION THIRTEEN (13) A DISTANCE OF 367.06 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 47'51" EAST 306.57 FEET; THENCE SOUTH 03 55'50" EAST 485.50 FEET; THENCE SOUTH 86 09'18" WEST 319.95 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4); THENCE NORTH 02 16'50" WEST ALONG SAID WEST LINE 473.07 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 3.44 ACRES AND IS SUBJECT TO A MADISON COUNTY HIGHWAY EASEMENT OVER THE NORTHWESTERLY 0.09 ACRES THEREOF**

Address: 3300 300th St.

together with the right of ingress and egress over the adjacent lands of the GRANTORS, their successors and assigns, for the purposes of this easement. The Easement shall be 32 feet in width, the centerline of which shall be the water pipeline and the necessary appurtenances thereto.

It is agreed that, during the period of initial construction, no crop damage will be paid by the GRANTEE. The GRANTEE, 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 GRANTOR, if any damage there be, will be kept to a minimum. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the Grantors have executed this instrument this 10 day of April, 1996.

Jack Youngblood  
Jack Youngblood

Patricia Youngblood  
Patricia Youngblood

STATE OF IOWA, ss:

On this 25<sup>th</sup> day of March, 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jack Youngblood, Patricia Youngblood to me known to be the identical persons named in and who executed the above and foregoing, and acknowledged that they executed the same as their voluntary act and deed.

PEGGY CRABLES  
MY COMMISSION EXPIRES  
10-96

Peggy Crables  
Notary Public

MP