

STATE OF IOWA, SS.
MADISON COUNTY,

Inst. No. 1597 Filed for Record this 7 day of Dec 19 95 at 11:33 AM
Book 135 Page 307 Recording Fee \$ 11.00 Michelle Utsler, Recorder. By Shirley D. Henry
Deputy

TEMPORARY USE AGREEMENT

WHEREAS, Scott E. Palmer and Kimberly J. Palmer, hereafter Grantor, have sold and conveyed to Jack M. Youngblood and Patricia Youngblood, hereafter Grantee, the real estate legally described as:

That part of the Northwest Quarter (¼) of the Northwest Quarter (¼) 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 (¼) of the Northwest Quarter (¼) 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 (¼) of the Northwest Quarter (¼); 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.

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WHEREAS, the Grantor desires to give Grantee the right to use water from a well located upon adjoining real estate reserved by the Grantor.

NOW THEREFORE, IT IS AGREED by the parties as follows:

1. The Grantor grants Grantee the nonexclusive right to have and use water from the existing well serving the above described real estate which is located on adjoining real estate reserved by the Grantor.
2. This grant and all rights and duties under this Agreement shall lapse and expire thirty (30) days after the date upon which Rural water from the Warren Water District is available to the above described real estate.
3. The Grantor shall have the duty until expiration of this Agreement to maintain the existing well system with water lines and other accessories to the perimeter of Grantee's residence on the above premises in a usable and servicable condition at Grantor's cost.
4. The Grantor shall warrant sufficient water quantity to provide ordinary and usual water volume for a single family residence on the premises and shall haul water at Grantor's cost to the well system if necessary.

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5. The Grantor does not warrant water quality from the well system.

6. Upon expiration of this Agreement, the Grantor shall have the right to disconnect and cap any water lines to the above premises.

In Witness Whereof, the parties execute this Agreement on the 18 day of November, 1995.

Scott E. Palmer
Scott E. Palmer

Jack M. Youngblood
Jack M. Youngblood

Kimberly J. Palmer
Kimberly J. Palmer
Grantor

Patricia Youngblood
Patricia Youngblood
Grantee

Subscribed and sworn to before me, the undersigned, this 18th day of November, 1995.

James A. Van Dine
Notary Public in and for the State of Iowa
My Commission Expires 5-18-1998

Please Return To:
HOMELAND SAVINGS BANK
3334 WESTOWN PARKWAY
WEST DES MOINES, IA 50266