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BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

**Preparer:** Erin Hardisty, AT0003683, 413 Grant St., Van Meter, IA 50261, Tel: 515.996.4045  
**Return To:** Skogerson Law, P.C., P.O. Box 252, Van Meter, IA 50261  
**Grantor:** Warren Water District, State of Iowa  
**Grantees:** Brian Swanson

**SHARED WATER METER AND SEWER METER AGREEMENT**

This Shared Water Meter and Sewer Meter Agreement ("Agreement"), is hereby made and entered into as of the date set forth below, by and between Warren Water District, State of Iowa, its successors and assigns; and the undersigned property owners (collectively "Owners").

WHEREAS, Warren Water District is a rural water district organized under Iowa Code Chapter 357A, which owns and operates a water supply distribution system and wastewater collection facility in central Iowa;

WHEREAS, Owners are the record titleholders of the following described properties, which currently obtain rural water and sewer service from Warren Water District via use of shared meter pits, meters and appurtenances thereto owned and operated by Warren Water District (collectively the "Facilities"):

**Parcel 1 (with water and sewer meters):** Out Lot 48 of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) in Section Eleven (11), in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

**Parcel 2 (no meters):** Out Lot 4 of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) in Section Eleven (11), in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., ~~Warren~~ Madison County, Iowa.

Madison

WHEREAS, the Facilities are located upon Parcel 1, for the purpose of supplying water and sewer service from Warren Water District to both Parcel 1 and Parcel 2;

WHEREAS, Owners deem it necessary and desirable to continue purchasing rural water and sewer from Warren Water District to service the parcels described above via the Facilities;

WHEREAS, an agreement has been reached between Warren Water District and Owners relative to Owners' request for a variance to Warren Water District's current Rules and Regulations, which requires that each dwelling served by Warren Water District have a separate meter pit, water meter, sewer pit and sewer meter;

WHEREAS, it is the intention and purpose of the undersigned parties that the existing Facilities, located on Parcel 1, be used and operated to provide the Facilities for each of the properties (Parcels 1 and 2) connected thereto, for the domestic consumption and use of the occupants of said properties, and to assure the continuous operation and maintenance of the Facilities for the benefit of the present Owners of the properties connected thereto ; and

WHEREAS, the existing Facilities are deemed by Owners to be of adequate capacity to supply a single family dwelling on each of the parcels described above with water from Warren Water District for all domestic uses of a single family residing therein; and

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to the Facilities serving the properties described above.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the Facilities situated on Parcel 1 may be used jointly by Owners upon the following terms and conditions:

1. Until this Agreement terminates, June 30, 2023, as hereinafter provided, Owners, for the exclusive benefit of the respective parcels of real estate described above, and for the exclusive use of the household residing thereon, are hereby granted the right in common with each other, to draw water and use of sewer facilities from the Facilities located on Parcel 1 for daily domestic household use. **Facilities** are described as the water supply distribution system and the wastewater collection facility.

2. Owners shall pay or cause to be paid promptly, all costs associated with water services being provided by Warren Water District as well as any other fees related to such service by Warren Water District. Owners hereby agree and acknowledge that:

- a) Warren Water District shall invoice Meter "A" for all charges incurred for water and sewer service through the Facilities to either Parcel 1 or Parcel 2.
- b) Effective January 1, 2023 (December minimum) Warren Water District shall charge a separate minimum monthly water and sewer bill for 3,000 gallons for Parcel 1 plus an additional minimum monthly bill for 3,000 gallons for Parcel 2. Owners shall be jointly and severally liable for all water service charges, including but not limited to monthly minimums and any usage charges in excess of the combined minimum: total of 6,000 gallons per month for both parcels, all of which shall be billed through the Owner of Parcel 1. Warren Water District shall not be responsible at any time for breaking out water usage amongst each individual parcel.
- c) In the event payment is not made in a timely manner for all water and sewer service charges incurred for both Parcels 1 and 2, even if one parcel owner has paid his/her/their portion of a bill in full, Warren Water District, in its sole discretion, may proceed with pursuing any of the usual remedies for collection of delinquent accounts per Warren Water District's Rules and Regulations, including but not limited to possible termination of service, utility lien(s) on the properties and/or filing a cause of action in small claims or district court.

3. Owners hereby acknowledge and agree that Warren Water District is not privy to any duty, obligation or agreement that may exist by and between Owners in relation to repair, maintenance and/or replacement of Owners' own private waterlines and sewer lines extending from the Facilities owned and operated by Warren Water District to Owners' respective dwellings. Accordingly, Warren Water District shall not be liable for any work or any costs related to repair, maintenance and/or replacement of said private lines located on Owners' respective properties.

4. It is the agreement of the Owners that they shall permit a third party to cure a default of payment or other obligation and shall permit water service to be reinstated upon such curative action.

5. Each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the Facilities to deliver water upon demand.

6. Only those parcels of real estate described above and the dwellings located thereon shall be permitted to receive water from the Facilities; and each of the parties hereto does hereby covenant and

agree that he/she/they will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the Facilities, nor permit other persons to connect to the pipes or mains serving his/her/their respective parcel.

7. **In the event either of the above-described parcels is sold, transferred or otherwise conveyed to an individual or entity that is not privy to this Agreement, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.** At such time as title to either Parcel 1 or 2 changes, in order for water service to thereafter be provided by Warren Water District:

8. Owners shall pay or cause to be paid, no later than April 30, 2023, all costs associated with water services being provided by Warren Water District as well as any other fees related to such service by Warren Water District for parcel 2. Owners hereby agree and acknowledge that:

- a) A new water pit, water meter, sewer pit, sewer meter, and related appurtenances must be installed for Parcel 2 so that Parcels 1 and 2 no longer share the Facilities and Warren Water District can treat each property separately in accordance with Warren Water District's Rules and Regulations.
- b) The cost of installing a new water pit, water meter, sewer pit, sewer meter, and related appurtenances shall be borne by the owner of Parcel 2, unless otherwise mutually agreed by the parties, and shall be billed at Warren Water District's then current add-on installation rate.
- c) A signed Water Users Agreement and Easement for a water pit to be installed on Parcel 1 for the use of Parcel 2.
- d) A signed Water Users Agreement and Easement for a sewer pit to be installed on Parcel 1 for the use of Parcel 2.
- e) Warren Water District shall not be responsible for the cost of any re-plumbing or other work that may be needed on the customer's side of the water and sewer meter on either parcel.

9. The respective rights and obligations of Owners shall continue until this Agreement has been terminated pursuant to paragraph 7 above, or until either Owner wishes to terminate his/her/their participation in this Agreement has/have executed and filed a written statement of termination with the relevant county recorder. Upon termination of participation in this Agreement, the owner and occupant of each residence that is terminated from the Agreement shall have no further right to use of the Facilities. The terminated parties shall disconnect his/her/their respective connection from the Facilities and shall have no further obligation to pay for water service incurred thereafter. The costs of disconnection from the Facilities shall be borne by the owner of the pertinent parcel.

10. The Facilities and this Agreement, if amended, shall serve no more than two single family dwelling units or two parcels, notwithstanding the ability of the parties to make other amendments to this Agreement.

11. The provisions of this Agreement pertaining to the rates to be paid by Owners for water delivered, are subject to modification as determined by Warren Water District. However, such modified rate shall not be higher than the rate charged to Warren Water District's other rural water customers. Other provisions of this Agreement may be modified or altered by mutual agreement. All modifications of this Agreement shall be in writing and shall be filed with the relevant county recorder to be effective.

12. This Agreement is subject to such rules, regulations or laws as may be applicable to similar agreements in the State of Iowa.

13. The term of this Agreement shall be perpetual, except as herein limited.

14. The benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

15. This Agreement shall be governed and interpreted in accordance with the laws of the State of Iowa. If any provision of this Agreement is found to be unenforceable, all other provisions shall remain in full force and effect.

16. Warren Water District and Owners agree that any claim or dispute relating to this Agreement, or any other matters, disputes, or claims between them, shall be required to be submitted to mediation. Both parties shall participate in mediation in good faith with the goal of settling all disputes between the parties without the need for further legal action. Any such mediation will be held in Warren County, Iowa, unless otherwise mutually agreed by the parties.

17. Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**Warren Water District,**  
1204 E 2<sup>nd</sup> Ave.  
Indianola, Iowa 50125

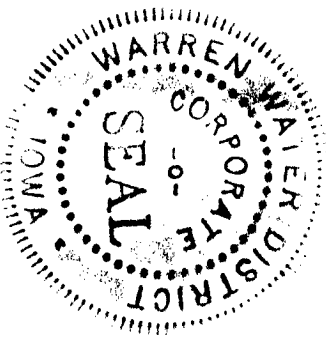
By:

Merrill Heemstra  
Merrill Heemstra, Chairperson

ATTEST:

Carol Butler Freeman  
Carol Butler Freeman, Secretary

(SEAL)



**OWNER – PARCEL 1**

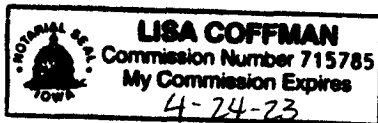
Meter #: P-0150  
Address: 607 Brown St.  
Peru, IA 50222

Brian Swanson  
Brian Swanson

STATE OF IOWA, COUNTY OF MADISON, ss:

On this 15 day of December, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Brian Swanson, single person**, to me known to be the same and identical person(s) named in and who executed the foregoing record and acknowledged that he/she/they, executed the same as his/her/their voluntary act and deed.

Lisa Coffman  
Notary Public in and for said State



**OWNER – PARCEL 2**

Meter #: P-0174  
Address: 607 Brown St.  
Peru, IA 50222

Brian Swanson  
Brian Swanson

STATE OF IOWA, COUNTY OF WARREN, ss:

On this 15 day of December, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Brian Swanson, single person**, to me known to be the same and identical person(s) named in and who executed the foregoing record and acknowledged that he/she/they, executed the same as his/her/their voluntary act and deed.

Lisa Coffman  
Notary Public in and for said State

