

BK: 2025 PG: 45  
Recorded: 1/7/2025 at 9:38:28.0 AM  
Pages 3  
County Recording Fee: \$17.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$20.00  
Revenue Tax: \$0.00  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

Prepared By: Samuel H. Braland, P.O. Box 370, Earlham, IA 50072 (515) 758-2267  
Return To: Samuel H. Braland, P.O. Box 370, Earlham, IA 50072 (515) 758-2267

### WELL AND WATER LINE EASEMENT

(Rerecorded to fix legal description, Resubmission for BK:2025 PG:43)

This Agreement is made and entered into this 21<sup>st</sup> day of December, 2024, by and between Sara J. Oldenkamp and Sue A. Brownlee as co-trustees of the Bruce G. Brownlee Trust, hereinafter referred to as (“The Brownlee Trust”); and Nathan R. Brownlee and Andrea C. Brownlee, a married couple, hereinafter referred to as (“Grantees”);

#### WITNESSETH:

The Brownlee Trust owns the following described real estate situated in Madison County, Iowa, to-wit:

The Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of Section 25, Township 75 North, Range 26 West of the 5<sup>th</sup> P.M., Madison County, Iowa.

Grantees own the following described real estate situated in Madison County, Iowa, to-wit:

Parcel "F" in the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of Section 25, Township 75 North, Range 26 West of the 5<sup>th</sup> P.M., Madison County, Iowa.

The Brownlee Trust Property and Grantee’s Property adjoin each other and share a common boundary line. The East line of the Grantee’s property is also the West line of The Brownlee Trust property. A water well with appurtenant equipment located on the East line of The Brownlee Trust Property provides water service to the Grantee’s Property. The parties desire to ensure the continuity of water service from the well on the East line of The Brownlee Trust Property to the Grantee’s Property by means of an easement grant from The Brownlee Trust to the Grantees as herein provided.

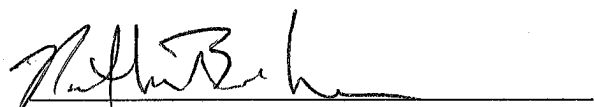
NOW, THEREFORE, in consideration of the sum of \$1.00 and other valuable consideration, and the mutual covenants contained herein, The Brownlee Trust hereby grants and conveys unto Grantees an easement and right of entry over and across the following described area of The Brownlee Trust Property which is referred to as the "easement area", to-wit:

A strip of land 20.00 feet in width commencing at the Northeast Corner of the NW $\frac{1}{4}$  NW $\frac{1}{4}$  of said Section 25, thence East 600.00 feet along the North boundary line of the NE $\frac{1}{4}$  NW $\frac{1}{4}$  of said Section 25 to a point on said boundary line where the well is located and being the terminus point of the easement area. The 20.00 strip of land is the North 20.00 feet of the NE $\frac{1}{4}$  NW $\frac{1}{4}$  of said Section 25. The easement area contains the existing well and the existing power and water service lines.

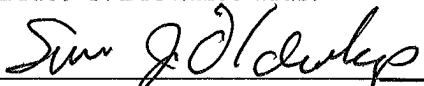
1. The easement shall include the use of the well and the power and water service lines located in the easement area and shall also include the use of any equipment appurtenant to the well. The easement shall also include the right to install, maintain, repair and replace the existing well, water and power service lines, and well equipment. Any such repair or replacement shall be at the expense of the Grantees.
2. The easement is for the purpose of Grantees drawing water from the well located on The Brownlee Trust Property and for transporting such water to the Grantee's Property. The easement is not to be construed in any way to guarantee Grantees a water supply.
3. Any damage to the surface of the ground and to fences, and any damage to crops on The Brownlee Trust Property caused by Grantees and/or their invitees and agents within and adjacent to the easement area resulting from the exercise of the easement and/or right of entry by said parties shall be restored by Grantees at their expense, including compensation for crop damage, if any, to the injured party.
4. This easement is non-exclusive and Grantees at their option shall have continued use of the well, water line, and all appurtenant equipment.
5. This easement shall be a covenant running with the title to The Brownlee Trust property and Grantee's property and shall benefit and be binding upon the parties hereto, and upon the heirs, successors and assigns; provided however, that this agreement and the easement created hereunder may be amended or released at any time by mutual agreement entered into for that purpose between The Brownlee Trust and Grantees, their heirs, successors and

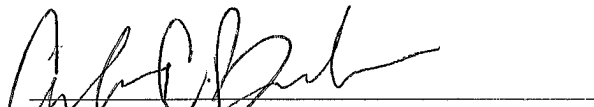
assigns, duly executed and acknowledged and filed for record in the Office of the Recorder of Madison County, Iowa.

IN WITNESS WHEREOF, the parties herein have entered into this agreement the day and year above written.

  
Nathan R. Brownlee

Bruce G. Brownlee Trust

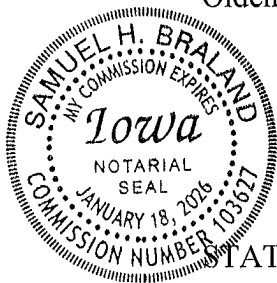
By   
Sara J. Oldenkamp, Co-Trustee

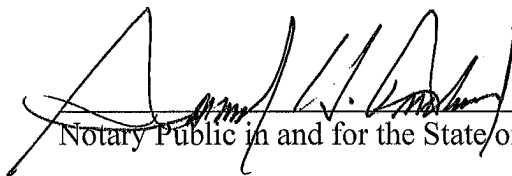
  
Andrea C. Brownlee

By   
Sue A. Brownlee, Co-Trustee

STATE OF IOWA, MADISON COUNTY: SS

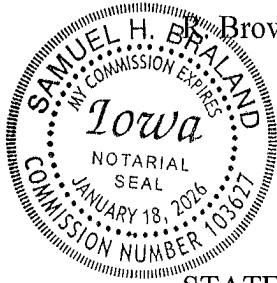
This record was acknowledged before me on January 2nd, 2025 by Sara J. Oldenkamp as Co-Trustee of the Bruce G. Brownlee Trust.

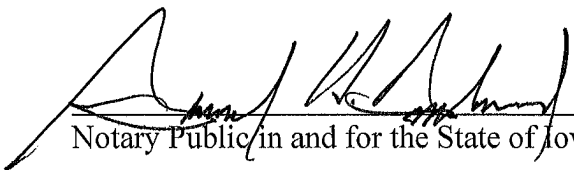


  
Notary Public in and for the State of Iowa.

STATE OF IOWA, MADISON COUNTY: SS

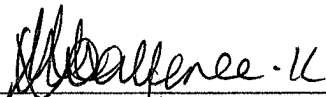
This record was acknowledged before me on January 2nd, 2025 by Nathan Brownlee and Andrea C. Brownlee.



  
Notary Public in and for the State of Iowa.

STATE OF TEXAS, TRAVIS COUNTY: SS

This record was acknowledged before me on December 21<sup>st</sup>, 2024 by Sue A. Brownlee as Co-Trustee of the Bruce G. Brownlee Trust.

  
Notary Public in and for the State of Texas.

