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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

E ✓ **Preparer:** Amy J. Skogerson, AT0003683, 413 Grant St., Van Meter, IA 50261, Tel: 515.996.4045
Return To: The Law Shop Iowa, P.O. Box 252, Van Meter, IA 50261
Grantor: Warren Water District, State of Iowa
Grantees: Matthew S. Porter and Sandra L. Porter, husband and wife
Tax Statement To: Matthew and Sandra Porter, 211 Florence Avenue, Peru, IA 50222

SHARED WATER METER AGREEMENT

This Shared Water 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 ("WWD"), its successors and assigns; and the undersigned grantees (collectively "Owners").

WHEREAS, WWD is a rural water district organized under Iowa Code Chapter 357A, which owns and operates a water supply distribution system in southern Iowa;

WHEREAS, Owners are the record titleholders of the following described properties, which currently obtain rural water service from WWD via use of a shared meter pit, water meter and appurtenances thereto owned and operated by WWD (collectively the "Facilities"):

Parcel 1 (308 Florence Avenue – with meter): That part of the North Half of the Northeast Quarter, and the East Half of the Northwest Quarter, of Section 11, Township 74 North, Range 27 W. of the 5th P.M., bounded as follows: On the Northwesterly side by a line parallel with and distant 50 feet Southeasterly, measured at right angles and radially, from the center line of the main tract of the Chicago and North Western Transportation Company (formerly the Chicago Great Western Railway Company), as said main tract is now located; On the Southeasterly side by a line parallel with and distant 150 feet Southeasterly, measured at right angles and radially, from the center line of the main tract of the Chicago, St. Paul and Kansas City Railway Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main tract center line was originally located and established across said Section 11; On the Southwesterly side by a line drawn at right angles to said original main tract center line at a point thereon distant 2.164 feet Northeasterly from its intersection with the West line of said Section 11; And on the Northeasterly side by the Southwesterly line of a public highway crossing the main tract of said Transportation Company, at a point near the East line of the Northwest Quarter of the Northeast Quarter of said Section 11. EXCEPTING THEREFROM that part lying Northwesterly of a line parallel with and distant 8.5 feet Southeasterly, measured at right angles and radially, from the center line of the most Southeasterly side tract of the Chicago and North Western Transportation Company (formerly the Chicago Great Western Railway Company), as said side tract is now located.

Parcel 2 (211 Florence Avenue – no meter): A tract of land lying East of Lot One (1) in Block Four (4) of the Original Town of Peru, Madison County, Iowa, and between the RR limit and street

running North; also the East 12 feet of Lot One (1), Block Four (4) of the Original Town of Peru, Madison County, Iowa.

WHEREAS, an agreement has been reached between WWD and Owners relative to Owners' request for a temporary variance to WWD's current Rules and Regulations, which generally require that each habitable dwelling served by WWD have a separate meter pit and water meter;

WHEREAS, WWD agrees the Facilities currently located on Parcel 1 may be used for temporarily supplying water service from WWD to both Parcels 1 and 2 while Owners are in the process of placing a modular home on Parcel 2 and then demolishing the home currently located on Parcel 1;

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 WWD's Facilities situated on Parcel 1 may be used by Owners to temporarily serve both Parcels 1 and 2 upon the following terms and conditions:

1. Until this Agreement is terminated, as hereinafter provided, Owners, for the exclusive benefit of the parcels of real estate described above, and for the exclusive use of the households residing thereon, are hereby granted the right to draw water from the Facilities located on Parcel 1 for daily domestic household use on both Parcels 1 and 2.
2. Owners shall pay or cause to be paid promptly, all costs associated with water services being provided by WWD as well as any other fees related to such service by WWD. Owners hereby agree and acknowledge that:
 - a. WWD shall invoice the meter on Parcel 1 for all charges incurred for water service through the Facilities to Parcels 1 and 2 with one monthly minimum charge for both parcels plus any usage charges in excess of such minimum per month for the combination of both parcels.
 - b. WWD shall charge for water service in accordance with WWD's current rate structure for the relevant service area. Owners shall be jointly and severally liable for all water service charges regardless of the parcel served. WWD 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 service charges incurred for both Parcels 1 and 2, WWD, in its sole discretion, may proceed with pursuing any of the usual remedies for collection of delinquent accounts per WWD'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 WWD is not privy to any duty, obligation or agreement with Owners in relation to repair, maintenance and/or replacement of Owners' own private waterlines extending from the Facilities owned and operated by WWD to Owners' respective dwellings. Accordingly, WWD shall not be liable for any work or any costs related to repair, maintenance and/or replacement of said private waterlines located on Owners' respective properties.
4. If requested by WWD, the undersigned Owners shall execute a new easement to WWD for the relevant properties as described above within ten (10) days of such request.
5. Only those parcels of real estate described above and the dwellings located thereon shall be permitted to receive water from the Facilities; and Owners do hereby covenant and agree that 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 Parcels 1 and 2.

6. **Within 90 days of sale, transfer, or other conveyance of one or both of the above-described parcels to an individual or entity that is not privy to this Agreement, the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described:**
 - a. A new meter pit, water meter and related appurtenances must be installed on Parcel 2 so that Parcels 1 and 2 no longer share the Facilities and WWD can treat each property separately in accordance with WWD's Rules and Regulations.
 - b. The cost of installing a new meter pit, water meter and related appurtenances shall be borne by Owners, unless otherwise mutually agreed by the parties, and shall be billed at WWD's then current add-on installation rate.
 - c. WWD shall not be responsible for the cost of any re-plumbing or other work that may be needed on Owners' side of the meters on either parcel.
7. The respective rights and obligations of Owners shall continue until this Agreement has been terminated pursuant to paragraph 6 above. Upon termination of participation in this Agreement, unless otherwise mutually agreed in writing, Owners shall disconnect both Parcels 1 and 2 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 Owners.
8. The Facilities shall serve no more than two single family dwelling units or two parcels.
9. The provisions of this Agreement pertaining to the rates to be paid by Owners for water delivered, are subject to modification as determined by WWD. However, such modified rate shall not be higher than the rate charged to WWD's other rural water customers. Other provisions of this Agreement may be modified or altered by mutual agreement. Any and all amendments to this Agreement shall be in writing and shall be filed with the county recorder to be effective.
10. 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.
11. 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.
12. WWD 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.
13. 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.

Dated: February 23, 2026

WARREN WATER DISTRICT, STATE OF IOWA
(GRANTOR)

By: Merrill D Heemstra
Merrill D Heemstra, Chairperson

Attest:

Carol L B Freeman
Carol L B Freeman, Secretary

STATE OF IOWA, Warren ~~Madison~~ COUNTY, ss:

On this 23 day of February, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Merrill D. Heemstra and Carol L B Freeman, to me personally known, who, being by me duly sworn, did say that they are the Chairperson and Secretary, respectively, of Warren Water District, State of Iowa; that said record was signed on behalf of said Rural Water District by authority of its Board of Directors; and that said individuals, as duly authorized agents, acknowledged the execution of said record to be the voluntary act and deed of said Rural Water District, by it and by them voluntarily executed.



Lisa Coffman
Notary Public in and for the State of Iowa

Matthew S Porter
Matthew S. Porter (GRANTEE)

Sandra L. Porter
Sandra L. Porter (GRANTEE)

STATE OF IOWA, COUNTY OF Madison, ss:

On this 28 day of January, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Matthew S. Porter and Sandra L. Porter, husband wife, to me known to be the same and identical persons named in and who executed the foregoing record and acknowledged that they executed the same as their voluntary act and deed.

Tonja M Porter
Notary Public in and for said State

