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FILED NO. 2584
BOOK 134 PAGE 229
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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

EASEMENT
(Water Line)

This Easement is entered into by and between **BRUCE G. BROWNLEE**, ("Grantor"), Polk County, Iowa, **WARREN WATER DISTRICT**, ("Grantee") an Iowa non-profit Corporation established pursuant to Section 357A of the Code of Iowa.

WITNESSETH

WHEREAS, Grantor owns the following described real estate in Madison County, Iowa, which is hereinafter referred to as "Tract 1":

TRACT 1

The East Half of the Southeast Quarter (E½ SE¼) of Section Twenty-six (26), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa;

and

WHEREAS, Madison County, Iowa, has a Easement for road purposes and for use as a public highway along the east side of Tract 1 which area occupied by the road Easement (hereinafter referred to as "Tract 2") is described as:

TRACT 2

Beginning at the Southeast corner of the Southeast Quarter (SE¼) of Section Twenty-six (26), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence South 85°20'06" West 301.99 feet along the centerline of the County road; thence North 33.0 feet; thence North 57°32'30" East 98.35 feet along the right-of-way as existed on April 4, 1975; thence North 10°31'58" East 864.34 feet; thence North 1657.33 feet; thence North 45° West 49.5 feet; thence North 33.0 feet; thence East 95.0 feet to the Northeast corner of the Southeast Quarter (SE¼) of said Section Twenty-six (26); thence South 2636.33 feet to the point of beginning;

NOTE: The East side of the Southeast Quarter (SE¼) of Section Twenty-six (26), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., was assumed to bear due North and South.

This Easement for public highway is dated April 4, 1975, and was recorded on June 13, 1975, in Book 111 at Page 473 of the Records in the County Recorder's Office of Madison County, Iowa;

and

WHEREAS, Grantee desires an Easement for water line and appurtenances along a strip lying immediately west and adjacent to Tract 2.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, Grantor hereby grants and conveys to Grantee, it's assigns and successors in interest, a perpetual easement to construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water line or water lines and appurtenances thereto, over, across and through Grantors following described real estate:

A tract 32 feet in width lying adjacent to and immediately westerly of "Tract 2", and extending from the northern boundary of Tract 1 to the southern boundary of Tract 1;

and upon the following terms and conditions:

- (1) For purposes of constructing the first water line and appurtenances, Grantee shall have a temporary Easement that extends an additional 20 feet west of the permanent easement. The temporary Easement shall terminate upon completion of construction of the first water line.
- (2) Grantee shall maintain all water lines and appurtenances installed on the easement area in a good state of repair in an effort to minimize any damage that might be caused to adjacent real estate.
- (3) Grantee shall compensate Grantor for any damages occurring to Grantors crops as a result of Grantees use of this Easement including all crop damages occurring during the installation and construction of the water line and appurtenances.
- (4) Grantee shall have a continuing obligation to repair all damages to fences, tile lines, and terraces resulting, directly or indirectly, from Grantees use of this Easement.
- (5) As consideration for this Easement, Tract 1 shall be entitled to at least one connection to the water pipeline provided Grantor pays the usual and customary connection fee charged other area landowners; and Grantor thereafter pays Grantee's normal fee for water consumed as a result of such water line connection.
- (6) This Easement shall be a covenant running with the land, and shall be binding on Grantee, it's assigns and successors in interest, as well as on Grantor and his assigns and successors in title to the real estate.

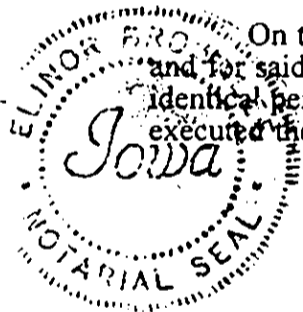
Dated March 24, 1995.

Bruce G. Brownlee
 Bruce G. Brownlee - Grantor

WARREN WATER DISTRICT
Kenneth W. Curt
 By: - President

Fred J. Salisbury
 By: - Secretary

State of Iowa, Polk County, ss:



On this 3 day of April, 1995, before me the undersigned, a Notary Public in and for said State and County, personally appeared, Bruce G. Brownlee, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Elinor J. Brownlee
 Notary Public in and for the State of Iowa



State of Iowa, Warren County, ss:

On this 6th day of April, 1995, before me, the undersigned, a Notary Public in and for said State and County, personally appeared, Kenneth W. Curt and Fred J. Salisbury to me personally known, who, being by me duly sworn, did say that they are the President or Chairman and Secretary, respectively, of said corporation executing the within and foregoing instrument to which this is attached, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said President or Chairman and Secretary acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Peggy Crabbs
 Notary Public in and for the State of Iowa