

**EASEMENT**

(Water Line)

This Easement is entered into by and between **BRUCE G. BROWNLEE; SUE ANNA BROWNLEE; KAREN LYNN GAST; VAN BRUCE BROWNLEE; DON GLENN BROWNLEE; MARK ALAN BROWNLEE; JANIS MARIE BROWNLEE; and SARA JEAN BROWNLEE**, ("Grantors"), **WARREN WATER DISTRICT**, ("Grantee") an Iowa non-profit Corporation established pursuant to Section 357A of the Code of Iowa.

**WITNESSETH**

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

**TRACT 1**

The East Half of the Northeast Quarter (E½ NE¼) of Section Twenty-six (26), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, EXCEPT the following portion thereof:

A tract described as commencing 685 feet North of the Southeast corner of the East One-half of the Northeast Quarter (E½NE¼) of said Section Twenty-six (26); thence South 84°50' West 192 feet; thence North 227 feet; thence North 84°50' East 192 feet; thence South 227 feet to the point of beginning;

and

WHEREAS, Madison County, Iowa, has an 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 is hereinafter referred to as "Tract 2"; and

WHEREAS, Grantee desires an Easement for water line and appurtenances along a strip on Tract 1 lying immediately west of 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, 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 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.

REC \$ 15.00  
ADD \$ \_\_\_\_\_  
R.M.F. \$ 1.00

FILED NO: 1616

BOOK 135 PAGE 325

95 DEC -7 PM 2: 53

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

CONFIRMED   
RECORDED   
CONFIRMED

M ✓

- (3) Grantee shall compensate Grantor for any damages occurring to Grantors' crops as a result of Grantee's 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 that result, directly or indirectly, from Grantee's 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 Grantors' pay the usual and customary connection fee charged other area landowners; and Grantors' thereafter pay 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 their assigns and successors in title to the real estate.

Dated October 25, 1995.

Bruce G. Brownlee  
 Bruce G. Brownlee - Grantor

WARREN WATER DISTRICT  
Kenneth W. Coats  
 By: Kenneth W. Coats - President

Sue Ann Brownlee  
 Sue Ann Brownlee - Grantor

Wendy J. Samuelson  
 By: Wendy J. Samuelson - Secretary

Karen Lynn Gast  
 Karen Lynn Gast - Grantor

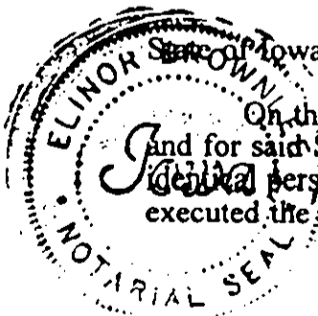
Van Bruce Brownlee  
 Van Bruce Brownlee - Grantor

Don Glenn Brownlee  
 Don Glenn Brownlee - Grantor

Mark Alan Brownlee  
 Mark Alan Brownlee - Grantor

Janis Marie Brownlee  
 Janis Marie Brownlee - Grantor

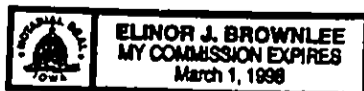
Sara Jean Brownlee  
 Sara Jean Brownlee - Grantor



State of Iowa, Polk County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 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 27<sup>th</sup> day of Nov., 1995, before me, the undersigned, a Notary Public in and for said State and County, personally appeared, Joseph A. Crabb and Marilyn A. Crabb to the 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 Crabb*

Notary Public in and for the State of Iowa

