

EASEMENT

(Water Line)

This Easement is entered into by and between **VAN BROWNLEE and LISA J. BROWNLEE**, husband and wife, ("Grantor"), Madison County, Iowa; and **WARREN WATER DISTRICT**, ("Grantee"), an Iowa non-profit Corporation established pursuant to Section 357A of the Code of Iowa.

FILED ✓
RECORDED ✓
CORRECTED ✓

WITNESSETH

WHEREAS, Grantor owns the following described real estate in Madison County, Iowa, which is hereinafter referred to as "Tract 1" and "Tract 2":

REC 15.00
AND S. _____
R.M.F. \$ 1.00

TRACT 1

The South Half of the Southwest Quarter (S½ SW¼) of Section Twenty-six (26), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa;

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and

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TRACT 2

The Northwest Quarter of the Southwest Quarter (NW¼ SW¼) of Section Twenty-six (26), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

MICHELLE UTOLLEN
RECORDER
MADISON COUNTY, IOWA

WHEREAS, Madison County, Iowa, has an Easement for road purposes and for use as a public highway along the northern side of Tract 2, which area occupied by the road Easement (hereinafter referred to as "Tract 3"). Tract 3 is of an unknown width to these parties, but estimated to occupy approximately the North 32 feet of Tract 2;

and

WHEREAS, Grantee desires an Easement for water line and appurtenances along a strip of land lying immediately southerly and adjacent to Tract 3; and an Easement for a water service meter pit at a point near the South boundary of Tract 1.

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 southerly of "Tract 3", and extending from the eastern boundary of Tract 2 to the western boundary of Tract 2.

Grantor further grants and conveys to Grantee, it's assigns and successors in interest, a perpetual easement to construct, install, use, operate, inspect, repair, maintain, remove, and replace a water meter pit, including incoming water line, and any necessary appurtenances thereto, on and through Grantor's following described real estate:

A tract having an eastern-western dimension of 32 feet on the South

M ✓

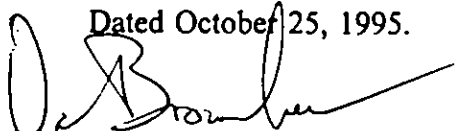


64 feet of Tract 1, located at a point designated by Grantor. The meter pit shall be installed just north of the southern right-of-way fence located on Tract 1, and shall be located in the center of the eastern-western dimension of this Easement, as installed.


The Easements granted herein shall be 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 south of the permanent easement on Tract 2; and an additional 20 feet east, north, and west of the permanent easement on Tract 1. The temporary Easement for construction of the water line and appurtenances shall terminate upon completion of construction of the water line and appurtenances; and the temporary Easement for construction of the water meter pit shall terminate upon completion of construction of the water meter pit.
- (2) The Easement for the water meter pit on Tract 1, includes the right of reasonable access thereto through the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) and the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twenty-six (26), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, on a direct route from the water meter pit to the closest roadway field entrance on the Easement area. Access shall be for the purposes for which the Easement is granted.
- (3) 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.
- (4) Grantee shall compensate Grantor for any damages occurring to Grantor's 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.
- (5) 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.
- (6) 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.
- (7) 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.

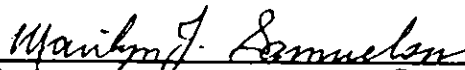


Van Brownlee - Grantor

WARREN WATER DISTRICT

By: _____ - President



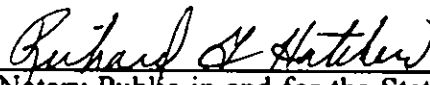
Lisa J. Brownlee - Grantor


By: _____ - Secretary

State of Iowa, WARREN County, ss:

On this 2 day of November, 1995, before me the undersigned, a Notary Public in and for said State and County, personally appeared, Van Brownlee and Lisa J. Brownlee, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.





Notary Public in and for the State of Iowa

State of Iowa, Warren County, ss:

On this 27th day of Nov., 1995, before me, the undersigned a Notary Public in and for said State and County, personally appeared, Genevieve Orat and Marlyn Hamill 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 Orat

Notary Public in and for the State of Iowa

