

**EASEMENT**

(Water Line)

This Easement is entered into by and between **BRUCE G. BROWNLEE a/k/a BRUCE 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 Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of Section Twenty-five (25), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa;  
and

WHEREAS, Madison County, Iowa, has an Easement for road purposes and for use as a public highway along the west 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 a water meter pit and connecting water pipe line to serve the existing farmstead and residence on 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 meter pit and connecting water pipeline, and any appurtenances necessary thereto, on Grantor's following described real estate:

A tract having a north-south dimension of 32 feet that extends from the western boundary of Tract 1 easterly to a point 16 feet easterly of the eastern boundary of Tract 2 located at a point designated by Grantor. The northern and southern boundaries of the Easement area shall be equi-distant from the center of the water meter pit, as installed.

This Easement is granted upon the following terms and conditions:

- (1) For purposes of installing the water meter pit, Grantee shall have a temporary Easement that extends an additional 20 feet southerly, easterly, northerly, of the permanent Easement. The temporary Easement shall terminate upon completion of construction of the water meter pit.
- (2) This Easement includes reasonable access for persons and vehicles over, through and across Grantor's adjoining land from the water meter pit to the closest entrance from the public roadway.
- (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 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) Consideration for this Easement, Tract 1 shall be entitled to at least one connection to the water Grantee's water pipeline provided

INDEXED  
 CORRECTED  
 REC. \$10.00  
 ADD. \$  
 R.M.F. \$7.00

FILED NO. 1619

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95 DEC -7 PM 2: 56

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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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.

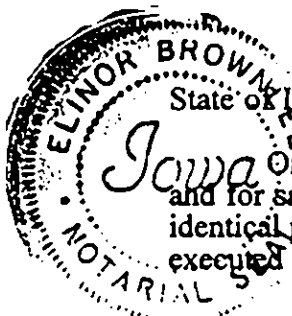
- (7) This Easement shall be a covenant running with the land, and shall be binding on Grantee, it's assigns and successors in interest, as well as on Grantor and his assigns and successors in title to the real estate.

Dated October 25, 1995

Bruce G. Brownlee  
 Bruce G. Brownlee - Grantor

WARREN WATER DISTRICT  
Kenneth W. Covert  
 By: - President

Harlyn J. Samuelson  
 By: - Secretary



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, Kenneth W. Covert and Harlyn J. Samuelson 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 D. Crabbs  
 Notary Public in and for the State of Iowa

