

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

A tract of land in the Southeast Quarter of the Northeast Quarter (SE¼ NE¼) of Section Twenty-six (26), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, bounded by a line described as:

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RECORDED
CERTIFIED

Commencing 685 feet north of the southeast corner of the Southeast Quarter of the Northeast Quarter (SE¼ NE¼) 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;

FILED NO. 1620
BOOK 135 PAGE 335
95 DEC -7 PM 2: 57

and

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

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 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, 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 southern boundary of Tract 1 to the northern boundary of Tract 1;

REC \$ 1.00
AUD \$ 1.00
R.M.F. \$ 1.00

and upon the following terms and conditions:

- (1) The permanent Easement shall not encroach upon any non-portable building located on the land at the time that this Easement is granted; and the water line and appurtenances thereto shall not be installed closer than 10 feet to any such non-portable building.
- (2) 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, except to the extent the additional 20 feet would encroach upon an existing non-portable building or improvement. The temporary Easement shall terminate upon completion of construction of the first water line.
- (3) Grantee shall maintain all water lines and appurtenances installed on the easement area in a good state of repair in an effort to

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minimize any damage that might be caused to adjacent real estate.

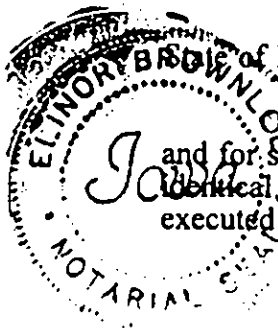
- (4) Grantee shall compensate Grantor for any damages occurring to Grantors crops as a result of Grantees use of this Easement, including all crop damages occurring during the installation and construction of the water line and appurtenances. Any damages occurring to Grantors lawn shall require the lawn to be restored, as nearly as feasible, to it's prior condition, except Grantee may reseed rather than sod the lawn.
- (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 his assigns and successors in title to the real estate.

Dated October 25, 1995.

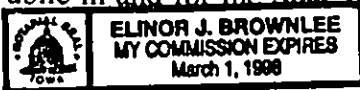
Bruce G. Brownlee
 Bruce G. Brownlee - Grantor

WARREN WATER DISTRICT
Kenneth W. Covert
 By: - President

Marilyn 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 9th day of Nov, 1995, before me, the undersigned, a Notary Public in and for said State and County, personally appeared, Kenneth Covert and Marilyn 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. Cribbs
 Notary Public in and for the State of Iowa
