FHMA Realty

DELAWARE COUNTY IOWA
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BOOK 200 PAGE 60
DEBORAH L. PEYTON
DELAWARE CO RECORDER
16.00

Prepared by: Timothy T. Schloss, 118 W. Mission, Strawberry Point, IA (319) 933-2029

JOINT DRIVEWAY AND WELL AGREEMENT

This agreement, made and entered into this 30th day of December, 1999, by and between Loras S. Sabers and Ruth A. Sabers, husband and wife, (SABERS) and Richard Wheeler and Josephine A. Wheeler, husband and wife, (WHEELERS), as follows:

WHEREAS WHEELERS are purchasing from SABERS certain real estate in Delaware County, Iowa, described as:

Parcel "A", part of the Northwest Quarter (NW ¼) of the Southwest Quarter (SE ¼) of Section Thirty-four (34), Township Ninety (90) North, Range Five (5) West of the 5th P.M., in Delaware County, Iowa, according to plat recorded in Book 1999, page 4184 of the records of Delaware County Recorder, and

WHEREAS the parties desire to enter into an agreement regarding the sharing of the driveway and well located on the above-described real estate, now

THEREFORE, in consideration of the mutual benefits received by the parties hereto and in further consideration of the sum of One Dollar ($1.00) and other valuable consideration, the SABERS do hereby grant to the WHEELERS and the WHEELERS hereby grant to SABERS a perpetual easement for the use, maintenance and repair of the said driveway, and for the maintenance and repair of the well located on the above described real estate, the right to lay, maintain and repair water lines from said well, and the right to draw water from said well, and in connection therewith, the parties further agree as follows:

1. SABERS shall have the use of the presently existing driveway to gain access to the real estate owned by the SABERS adjacent to and surrounding the above described premises and SABERS agree not to block the driveway. WHEELERS shall have full access to and may use the driveway for any and all purposes. SABERS shall pay for or shall repair any damage to the driveway caused by their use thereof.

2. Each party shall pay for their own connection, inspection, repair and maintenance of their own waterlines to the well.

3. SABERS and their agent or agents shall have the right of ingress and egress over the land of the WHEELERS for the purpose of inspecting, maintaining, repairing and reconstructing the well and in exercising said right of ingress and egress they shall repair or pay for any damage caused by the use thereof, including, but not limited to, damage to crops, fences, buildings, driveways or other improvements, if any.

4. Neither party guarantees to the other party an adequate quantity of water from the well for their purposes nor do either party guarantee to the other party adequate quality of water from the well for their purposes.

5. SABERS agree to use water from the well only for their own farming purposes as such purposes are currently carried out and they agree not to use water from said well for any other business or other purpose without the written permission of WHEELERS.

6. WHEELERS shall have full access to and may use the well for any and all purposes.

7.WHEELRS shall, no later than January 15, 2000, install an electric meter for measuring the electricity for the premises and for the well and pump. SABERS shall pay to WHEELERS twenty dollars ($20.00) per month for electricity for operation of the well and pump.

8. All expenses for repair or replacement of the well or well equipment shall be shared equally between the parties. In the event the parties agree a new well must be drilled, the parties may drill a new well and share all costs equally, or each party may drill a new well on their own property and this agreement shall be null and void and of no force and effect. In the event WHEELERS drill a new well without the consent of the SABERS, WHEELERS shall still be obligated to supply water to SABERS under this agreement.

9. This agreement shall run with the land and shall be binding on the parties hereto, their heirs, successors, administrators, executors, personal representatives and assigns.

Loras S. Sabers

Loras S. Sabers

Ruth A. Sabers

Ruth A. Sabers

Richard Wheeler

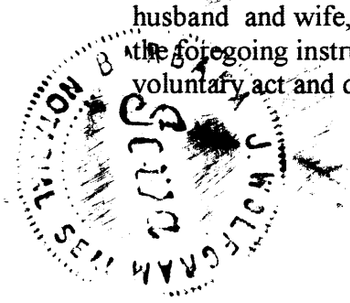
Richard Wheeler

Josephine A. Wheeler

Josephine A. Wheeler

STATE OF IOWA)
) ss.
COUNTY OF DELAWARE)

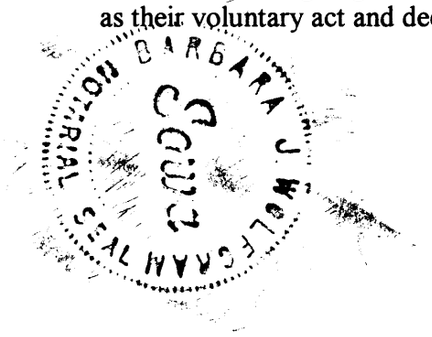
On this 30th day of December, 1999, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Loras S. Sabers and Ruth A. Sabers, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



Barbara J. Wolfgram
Notary Public in and for the
State of Iowa.
Barbara J. Wolfgram

STATE OF IOWA)
) ss.
COUNTY OF DELAWARE)

On this 30th day of December, 1999, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard Wheeler and Josephine A. Wheeler, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



Barbara J. Wolfgram
Notary Public in and for the
State of Iowa
Barbara J. Wolfgram