DELAWARE COUNTY IOWA
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DEBORAH L. BANTA
DELAWARE CO. RECORDER
2.00

Preparer Information (X) Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name | Street Address | City | Phone

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE FOR RECORDER

EASEMENT AND WELL AGREEMENT

This Agreement entered into this 18 day of August, 2003, by and between H.B. Bennett and Sara W. Bennett, husband and wife (hereinafter "Bennett") and James D. Haight and Celine A. Haight, husband and wife (hereinafter "Haight").

WHEREAS, Haight is the owner of the following described real estate located in Delaware County, Iowa:

> That part of the Southeast Quarter of the Southwest Quarter (SE¼ - SW¼) of Section Three (3), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, Delaware County, Iowa, more particularly described as commencing at the Northwest corner of the SE¼ - SW¼ of Section 3, T88N, R5W of the 5th P.M.; thence S 00° 00' 00" E 389.37 feet along the Westerly line of said SE¼ - SW¼ to the Point of Beginning; thence S 00° 00' 00" E 167.76 feet along the Westerly line of said SE¼ - SW¼; thence S 39° 39' 00" E 176.96 feet along the centerline of the Bailey's Ford County Highway; thence N 56° 18' 07" E 245.67 feet; thence N 19° 43' 37" W 160.63 feet; thence N 86° 24' 30" W 263.61 feet to the Point of Beginning. Said described parcel containing 1.55 acres (0.30 acres in roadway easements, therefore, net area of 1.25 acres). The Westerly line of the SE¼ - SW¼ of Section 3, T88N, R5W is assumed to bear S 00° 00' 00" E.

AND WHEREAS, Bennett is the owner of real estate adjacent to the herein described premises on the Northerly, Easterly and Southerly sides of the herein described premises.

AND WHEREAS, the parties wish to formalize an agreement regarding the use of a driveway on the premises and a well on the premises.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be gained by the parties they agree as follows:

1. There is currently a driveway that runs from Jefferson Road over and across the above described premises owned by Haight to the adjoining premises owned by Bennett. That Bennett, its successors and assigns, as well as any tenants lawfully using the same and any agents of Bennett lawfully using the same shall have the right to drive over and across said established driveway for the purposes of ingress and

egress to and from the Bennett property. Said right to use the premises shall be in conjunction with Haight, their successors and assigns. The parties agree not to block the driveway. In addition, the parties agree to equally share the cost of any road rock needed for the said driveway.

2. There is a well located on the Haight premises described above. Bennett, its successors and assigns, as well as any tenants of Bennett shall be allowed to obtain water from said well for the purposes of watering and caring for livestock located on the Bennett property. Said right to use water shall be in the manner and in such amounts as has been previously used by Bennett and its tenants in the past. Bennett, its successors and assigns, tenants and agents shall have the right to enter onto the Haight premises for the purposes of inspecting, repairing and maintaining said well and any pipelines that run from the well to the Bennett property.

3. Any and all costs for maintenance or repair to the well or replacement of said well shall be paid one-half by Haight and one-half by Bennett, provided however, that the cost of repair or maintenance of any piping running from the well to the Bennett property shall be paid solely by Bennett, its successors and assigns and any cost of repair to any piping running from the well solely for the benefit of Haight shall be paid solely by Haight, their successors and assigns.

4. The provisions of this Agreement shall run with the land and be binding on the parties hereto, theirs heirs, successors and assigns, provided however, that the provisions of this Agreement may be altered or amended by written agreement between the parties.

Dated this 18 day of August, 2003.

H. B. Bennett

James D. Haight

Sara W. Bennett

Celine A. Haight

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 18th day of August, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared James D. Haight and Celine A. Haight, 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

NOTARIAL SEAL IOWA

PATRICK O. DOLAN
Commission Number: 105192
My Commission Expires: 1-10-05

STATE OF IOWA **COUNTY OF** Delaware **ss:**

On this 18 day of August, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared H.B. Bennett and Sara W. Bennett, 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.

Patrick O. Dolan
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
PATRICK O. DOLAN
Commission Number: 105192
My Commission Expires: 1-10-05