Book 2009 Page 3266
Document 2009 3266 Type 06 006 Pages 3
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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

ENV. (X) Return Document to: Timothy T Schloss, 118 W Mission St, St Pt, IA 52076 (563) 933-2029
Prepared by: Timothy T. Schloss, 118 W. Mission, Strawberry Pt, IA 52076 (563) 933-2029
Address Tax Statement: The Adams Land Trust c/o Richard Adams, 36W191 Crane Road, St. Charles, IL 60175-5157

WELL AGREEMENT

This agreement, made and entered into this 11th day of August, 2009, by and between The Adams Land Trust, GRANTOR, and Adams & Sons Farms, Inc., GRANTEES, as follows:

WHEREAS the GRANTOR is the record title holder of real estate described as:

Parcel A being part of the South Half (S ½) of the Northeast Quarter (NE ¼) and Part of the Southeast Quarter (SE ¼) of Section Twelve (12), Township Ninety North (T90N), Range Four West (R4W) of the 5th P.M., Delaware County, Iowa, according to the recorded Plat thereof.; and
Plat recorded in Book 2009 Page 3169

WHEREAS the GRANTEE is owner of real estate described as:

South Half (S ½) of the Northeast Quarter (NE ¼) and Part of the Southeast Quarter (SE ¼) of Section Twelve (12), Township Ninety North (T90N), Range Four West (R4W) of the 5th P.M., Delaware County, Iowa, except Parcel A being part of the South Half (S ½) of the Northeast Quarter (NE ¼) and Part of the Southeast Quarter (SE ¼) of Section Twelve (12), Township Ninety North (T90N), Range Four West (R4W) of the 5th P.M., Delaware County, Iowa, according to the recorded Plat thereof,

And the GRANTEE is the owner of other real estate; and

WHEREAS GRANTEE desires to use the well located on the real estate owned by the GRANTOR; 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 GRANTOR does hereby grant to the GRANTEE the right to use water from the well located on the real estate of the GRANTORS for residential, farm and business purposes. The GRANTOR does hereby grant and convey to the GRANTEE a perpetual easement for the maintenance and repair of the said well, 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. Each party shall pay for its own connection, inspection, repair and maintenance of its own of waterlines to the well, and GRANTOR and the GRANTEE shall at their equal joint expense maintain and repair the well, including a new well if necessary. GRANTOR'S water lines shall be maintained and repaired by the GRANTOR and GRANTEE'S water lines shall be maintained and repaired by the GRANTEE.

2. GRANTEE and its agent or agents shall have the right of ingress and egress over the land of the GRANTOR for the purpose of inspecting, maintaining, repairing and reconstructing GRANTEES' waterlines and 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.

3. GRANTOR does not guarantee to GRANTEE an adequate quantity of water from the well for its purposes nor does the GRANTOR guarantee to GRANTEE adequate quality of water from the well for its purposes.

4. GRANTEES agree to use water from the well located on GRANTOR'S real estate only for residential, farm or business purposes only, and as currently used. GRANTEE agrees not to use water from said well for any new business or other new purpose without the written permission of the GRANTOR.

5. In the event GRANTEE installs a new well at a different location to serve its real estate, this agreement shall automatically terminate and GRANTEE shall no longer have access to GRANTOR'S well.

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

THE ADAMS LAND TRUST, GRANTOR

BY: _____ BY: _____

Richard E. Adams, Trustee Jude A. Adams, Trustee

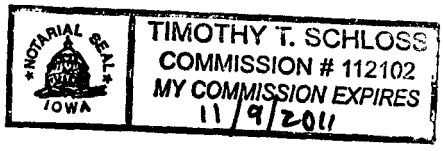
ADAMS & SONS FARMS, INC.

BY: _____ BY: _____

Richard E. Adams, President Jude A. Adams, V-P/Treasurer

STATE OF IOWA)
) ss.
COUNTY OF CLAYTON)

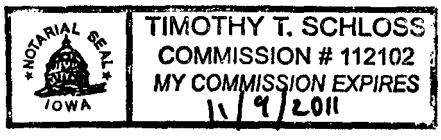
On this 11th day of August, 2009, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard E. Adams, Trustee, and Jude A. Adams, Trustee to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they are the Trustees of The Adams Land Trust and that they executed the same as their voluntary act and deed.



Notary Public in and for the
State of Iowa.

STATE OF IOWA)
) ss:
COUNTY OF CLAYTON)

On this 11th day of August, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard E. Adams and Jude A. Adams to me personally known, who, being by me duly sworn, did say that they are the President and Vice President/Secretary, respectively, of said corporation executing the within and foregoing document; that said instrument was signed on behalf of said corporation by authority of its board of directors; and that the said President and Vice President/Treasurer as such officers acknowledged the execution of the said instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Notary Public in and for
the State of Iowa.