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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by: Michael W. Buckner, Ball, Kirk & Holm, P.C., 3324 Kimball Avenue, Waterloo, IA 50702 (319)234-2638
Taxpayer Information: Robert L. Dart Jr., 2141 Touchae Street, Waterloo, IA 50702
Return Document to: Robert L. Dart Jr., 2141 Touchae Street, Waterloo, IA 50702

Well and Easement Agreement

This Agreement entered into on this 17 day of October, 2009, by and between Douglas W. Ernst, herein after First Party and Robert L. Dart Jr. and Linda M. Dart, husband and wife, hereinafter Second Parties.

WITNESSETH:

WHEREAS, First Party is the owner of the following described real estate situated in Delaware County, Iowa, legally described as follows:

See attached.

AND WHEREAS, Second Parties are the owners of the following described real estate situated in Delaware County, Iowa, legally described as follows:

See attached.

AND WHEREAS, the real estate owned by the First Party and the Second Parties lie adjacent to each other,

AND WHEREAS, the well which services the real estate of the Second Parties is located on the real estate owned by the First Party,

AND WHEREAS, the First Party and the Second Parties wish to enter into a formal agreement for the use by the Second Parties of the well located on the real estate of the First Party,

NOW THEREFORE, in consideration for the mutual benefits to be gained by the parties and the mutual promises contained herein, First Party and Second Parties agree as follows:

1. First Party agrees that Second Party is entitled to use of First Party's well to supply water to the real estate of the Second Parties. First Party and Second Parties agree that the water from said well will be used only for residential and household purposes and will not be used for any commercial purpose. Second Parties will pay their own individual cost of piping water from First Party's property to their property.

2. First Party grants to Second Parties an easement upon, over, across and under so much of First Party's real estate for the purpose of laying such piping necessary for the piping of water to the real estate owned by the Second Parties. First Party also grants to Second Parties the right to inspect, maintain, repair or replace said piping as is necessary in order to supply water from the well on the real estate of the First Party to the real estate owned by the Second Parties and shall allow such access to First Party's real estate as is necessary to complete any maintenance, replacement and/or repairs to said piping. Second Parties agree to make all necessary repairs to the real estate of the First Party so as to return that real estate to its condition prior to the maintenance, repair or replacement of said pipeline, or as nearly thereto as possible.

3. The cost of any repairs, maintenance, and/or replacement to the well or equipment necessary for the operation of the well on the real estate of the First Party shall be borne proportionately by the First Party, the Second Parties and any other parties not a part of this Agreement for whom water is supplied by the well on the real estate of the First Party. In addition, the electrical expense for the operation of said well shall be borne proportionately in the same manner as set forth above.

4. This Agreement shall be binding upon the Parties hereto, their heirs, assigns and successors in interest and shall run with the land.

In Witness Whereof, the Parties hereto have executed this Agreement on the 17 day of October, 2009.

Douglas W. Ernst
FIRST PARTY

Robert L. Dart Jr.

Linda M. Dart
SECOND PARTIES

STATE OF IOWA)
)ss
COUNTY OF Delaware)

This instrument was acknowledged before me on Oct 17, 2009 by Douglas W. Ernst.

Commission Number 116657
My Commission Expires 12-10-09

Notary, in and for the State of Iowa

STATE OF IOWA)
)ss
COUNTY OF Black Hawk)

This instrument was acknowledged before me on October 29, 2009 by Robert L. Dart Jr. And Linda M. Dart.

JANET L. LONGUS
COMMISSION NO. 753432
MY COMMISSION EXPIRES
JUNE 26, 2011

Notary, in and for the State of Iowa

Ernst Property:

Lot Forty One (41) of Turtle Creek Camp Replat being part of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4), part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4), and part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) all in Section Twenty-six (26), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa; also being part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4), and part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4), Section Twenty-five (25), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 1999, Page 4340; also Parcel FF Part Of Lot 40 Of The Turtle Creek Camp Replat Of The Southwest Quarter (SW1/4) Of The Northwest Quarter (NW1/4), Section Twenty-Five (25), Township Eighty-Eight North (T88N), Range Five West (R5W) Of The Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2004, Page 3970.

Dart Property:

Lot Forty Two (42) of Turtle Creek Camp Replat being part of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4), part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4), and part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) all in Section Twenty-six (26), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa; also being part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4), and part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4), Section Twenty-five (25), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 1999, Page 4340.