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Book 2009 Page 4298
Document 2009 4298 Type 03 006 Pages 4
Date 11/17/2009 Time 10:56:23AM
Rec Amt $24.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

EASEMENT AND WELL AGREEMENT
Recorder's Cover Sheet

Preparer Information:
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Grantors:
Curtis D. Maurer
Mary A. Maurer

Grantees:
Derek Hoisington
Jennifer Plueger

Legal Description: Page 2

EASEMENT AND WELL AGREEMENT

This Agreement entered into this 12th day of November, 2009, by and between Curtis D. Maurer and Mary A. Maurer, husband and wife (hereinafter "First Parties") and Derek Hoisington and Jennifer Plueger (hereinafter "Second Parties").

WHEREAS, Second Parties are the owners of the following described real estate located in Delaware County, Iowa:

> Parcel E, part of the Northeast Quarter of the Northeast Quarter of Section 36, Township Eighty Nine (89) North, Range Five (5), West of the 5th P.M. in Delaware County, Iowa, according to plat recorded in Book 2009, Page 4042 of the records of the Delaware County Recorder.

AND WHEREAS, First Parties are the owner of real estate adjacent to the above described premises on the West, South and East sides of the herein described premises.

AND WHEREAS, the parties wish to formalize an agreement regarding the use of a driveway directly East of and adjacent to the premises and regarding the use of 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 210th Street along the East side of the above described Parcel E owned by First Parties and adjacent to the above described Parcel E. That First Parties, their heirs, successors and assigns grant onto the Second Parties, their heirs, successors and assigns the right to use said driveway (referred to as Easement A on the Plat of Survey of Parcel E) so as to provide access to the above described Parcel E. The right to use said driveway shall be in conjunction with First Parties, their heirs, successors and assigns as well as tenants, agents, and invitees of First Parties. The parties agree not to block the driveway. In addition, the parties agree to equally share the cost of any needed repairs or improvements to the driveway.

2. There is a well located on the above-described premises. First Parties, their heirs, successors and assigns, as well as any tenants of First Parties, shall be allowed to obtain water from said well for the purposes of watering and caring for livestock located on the First Parties' property. Said right to use water shall be in the manner and in such amounts as has been previously used by First Parties in the past. First Parties, their heirs, successors and assigns, tenants and agents, shall have the right to enter onto the above described premises for the purposes of inspecting, repairing and maintaining said well and any pipelines that run from the well to the property of the First Parties. First Parties agree to pay to Second Parties, or the then owners of the premises, $110.00 per month for any month that First Parties use water from the well.

3. Any and all costs for maintenance or repair to the well, or replacement of said well, shall be paid one-half by First Parties and one-half by Second Parties, provided however, that the cost of repair or maintenance of any piping running from the well to the First Parties' property shall be paid solely by First Parties, their heirs, successors and assigns, and any cost of repair to any piping running from the well solely for the benefit of Second Parties shall be paid solely by Second Parties, their heirs, 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, provided however, that in the event that First Parties drill their own well to service the premises owned by First Parties, then the portions of this agreement dealing with the well shall be void and of no further force and effect.

Dated this 12th day of November, 2009

First Parties:

Curtis D. Maurer

Mary A. Maurer

Second Parties:

Derek Hoisington

Jennifer Plueger

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 12th day of November, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Curtis D. Maurer and Mary A. Maurer, 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.

Teresa J. Greve
COMMISSION NUMBER 142426
My Commission Expires
02-19-2011

Notary Public in and for the State of Iowa

Teresa J. Greve

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 13 day of November, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Derek Hoisington and Jennifer Plueger, 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.

GARY N. JONES
Commission Number 174114
My Commission Expires
4-26-12

Notary Public in and for the State of Iowa