Tom Hanson

Book 2010 Page 990
Document 2010 990 Type 06 006 Pages 5
Date 4/05/2010 Time 4:15:34PM
Rec Amt $29.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

WELL & EASEMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information:
Thomas J. Hanson
401 East Main Street
Manchester, Iowa 52057
(563) 927-5920

Taxpayer Information:
Nancy Appleton
2433 145th Street
Greeley, Iowa 52050

Return Address
Nancy Appleton
2433 145th Street
Greeley, Iowa 52050

Grantors:
Nancy Appleton

Grantees:
Arlyn D. Maifeld
Grace M. Maifeld
Theodore J. Bockenstedt

Legal Description: See Page 2

WELL & EASEMENT AGREEMENT

This Agreement entered into this 29 day of March, 2010 by and between Nancy Appleton (hereinafter "First Party"), Theodore J. Bockenstedt (hereinafter "Second Party") and Arlyn D. Maifeld and Grace M. Maifeld, husband and wife (hereinafter "Third Parties").

WITNESSETH:

WHEREAS, First Party owns the following described real estate located in Delaware County, Iowa:

> Parcel 'D' being part of the Northeast Quarter of the Northwest Quarter (NE¼-NW¼), part of the Northwest Quarter of the Northeast Quarter (NW¼-NE¼), and part of the Northeast Quarter of the Northeast Quarter (NE¼-NE¼); all in Section 28, Township 90 North, Range 4 West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2010, Page 259.

AND WHEREAS, Second Party is purchasing on contract from First Party the following described real estate located in Delaware County, Iowa:

> Parcel 'B' being part of the Northeast Quarter of the Northwest Quarter (NE¼-NW¼), part of the Northwest Quarter of the Northeast Quarter (NW¼-NE¼), and part of the Northeast Quarter of the Northeast Quarter (NE¼-NE¼); all in Section 28, Township 90 North, Range 4 West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2010, Page 259.

AND WHEREAS, Third Parties are purchasing on contract from First Party the following described real estate located in Delaware County, Iowa:

> Parcel 'C' being part of the Northeast Quarter of the Northwest Quarter (NE¼-NW¼), part of the Northwest Quarter of the Northeast Quarter (NW¼-NE¼), and part of the Northeast Quarter of the Northeast Quarter (NE¼-NE¼); all in Section 28, Township 90 North, Range 4 West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2010, Page 259.

AND WHEREAS, there is a well located on the real estate owned by First Party (Parcel D) which will be used by Second Party and Third Parties, their heirs, successors and assigns; and the parties wish to enter into an agreement regarding the joint use of said well to provide water to all of the parcels described herein;

AND WHEREAS, the parties' further wish to enter into an agreement regarding providing access over and across Parcel C described above for the benefit of Parcel B described above.

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. First Party, on behalf of herself, heir heirs, successors and assigns, hereby grants unto Second Party and Third Parties, their heirs, successors and assigns, the right to use water from said well for purposes of livestock watering and filling tanks for applications for crops and further grants an easement of not more than a two (2) inch water line running from the well to the property of Second Party and Third Parties. Second Party and Third Parties, at their expense, are hereby granted the right to run a water line from the well located on Parcel D described above over and across said Parcel D to Parcels B and C in order to provide water to Parcels B and C. This grant includes the right for Second Party and Third Parties, their heirs, successors and assigns to enter onto Parcel D as necessary to install said water line, inspect, maintain and repair said water line, provided however, that following the installation of the water line and any inspection, maintenance or repair of said water line that any soil disturbed by said installation, inspection, repair or maintenance shall be returned to its previously existing condition by the party performing the installation, inspection, maintenance or repair.

2. The cost of any and all installation, repairs, maintenance and inspection of the water line running over and across Parcel D shall be paid by the party performing said installation, repair, maintenance and inspection. The cost of any repairs or maintenance to the well and pump shall be paid one-half by First Party, one-fourth by Second Party and one-fourth by Third Parties.

3. In the event that the well or pump requires replacement, First Party, shall have the option of paying one-half of the cost of said replacements; Second Party and Third Parties shall have the option of paying one-half of the cost of said replacement; or, in the alternative, all parties shall be allowed to drill their own wells at which time they will have no further rights or obligations under this Agreement with regard to the well owned by First Party. Second Party shall pay Seventy five dollars ($75.00) per year to First Party for use of the well. Third Parties shall pay Seventy five dollars ($75.00) per year to First Party for use of the well.

4. The parties further agree for and on behalf of themselves, their heirs, successors and assigns, that Second Party, his heirs, successors and assigns shall be granted an easement for access over and across the West 50 feet of Lot C described above. The cost of any construction, maintenance or repair of said easement area shall be paid solely by the owner of the above described Parcel B. All parties shall be prohibited from parking any vehicles on the easement area or placing any permanent obstructions on the easement area.

5. These agreements herein shall run with the land and be binding upon the parties hereto, their heirs, successors and assigns.

First Party:

Nancy Appleton
Nancy Appleton

Second Party:

Theodore J. Bockenstedt
Theodore J. Bockenstedt

Third Parties:

Arlyn D. Maifeld
Arlyn D. Maifeld

Grace M. Maifeld
Grace M. Maifeld

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 29 day of March, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Nancy Appleton, a single person, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

NOTARIAL SEAL IOWA
ROBERT J. PHILIPP
Commission Number 154854
MY COMM. EXP. 2-1-2011

Robert J. Philipp
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 5 day of April, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Theodore J. Bockenstedt, a single person, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

NOTARIAL SEAL IOWA
ROBERT J. PHILIPP
Commission Number 154854
MY COMM. EXP. 2-1-2011

Robert J. Philipp
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 30 day of March, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Arlyn D. Maifeld and Grace M. Maifeld, 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.

NOTARIAL SEAL IOWA

ROBERT J. PHILIPP
Commission Number 154854
MY COMM. EXP 2-1-2011

Robert J. Philipp

Notary Public in and for the State of Iowa