Recorded: 12/4/2013 at 12:22:18.0 PM
Fee Amount: $32.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2013 PG: 3759

PREPARED BY/RETURN TO: WILLIAM P. PROWELL, SHUTTLEWORTH & INGERSOLL, P.L.C., P.O. Box 2107, Cedar Rapids, IA 52406-2107, (319) 365-9461

WELL AGREEMENT

This Agreement is made and entered into December 2, 2013, by and between David K. Fry, a single person, ("DKF" or "Grantee"), Larry A. Sloan and M. Lois Sloan, husband and wife, and Vicki Jo Shadle and Craig A. Shadle, wife and husband, ("Sloan and Shadle" or "Grantor").

A. DKF is the owner of the following described real estate situated in Delaware County, Iowa:

See Exhibit A, Page 4, attached hereto.

("DKF Parcel").

B. Sloan and Shadle are the owners of the real estate situated immediately adjacent to and to the north of the DKF Parcel and legally described as:

See Exhibit B, Page 5, attached hereto.

("Sloan and Shadle Parcel").

C. The DKF Parcel and the Sloan and Shadle Parcel were originally owned in common. When the parcels were split, certain utilities and other features of the parcels and the improvements on them were not or could not be split such that the electrical line, for example, for the DKF Parcel runs across the Sloan and Shadle Parcel. There are other aspects of the DKF Parcel and the Sloan and Shadle Parcel which connect them. DKF and Sloan and Shadle now wish to document certain features of their parcels to make it clear how the two parcels connect and what rights each need to have in and to the property of the other and for such purpose are entering into certain agreements of which this is one.

D. A well which provides water to both the DKF Parcel and the Sloan and Shadle Parcel is located on the Sloan and Shadle Parcel. The well was drilled and the equipment and water lines installed at the common expense of Grantor and Grantee. Water lines from the well run over and across the Sloan and Shadle Parcel to provide water service to the DKF Parcel. The controls for the well's pump system are located within improvements on the DKF Parcel. The parties wish to set forth their agreements with respect to the well, the water lines and the controls for the pump and for such purpose execute this Agreement.

In consideration of the mutual undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Grantor hereby grants to Grantee the right to secure water from the well for use by Grantee on the DKF Parcel for domestic purposes. Further, Grantor grants to Grantee a perpetual easement and right-of-way for the water lines across the Sloan and Shadle Parcel at the approximate location depicted on Exhibit C, Page 6, attached hereto and for 5 feet on either side of such water lines for the purpose of reconstructing, maintaining and repairing

the water lines. Finally, Grantor grants to Grantee the right to come onto the Sloan and Shadle Parcel for the purpose of effecting repairs to the water lines, the well and the pump. If Grantee goes onto the Sloan and Shadle Parcel to effect repairs, Grantee agrees to repair any damage done to the Sloan and Shadle parcel by or during such repairs. If Grantor goes onto the DKF Parcel to effect repairs, Grantor agrees to repair any damage done to the DKF Parcel by or during such repairs.

2. Grantee hereby grants a license to Grantor to come onto Grantee's property and into Grantee's improvements for the sole purpose of accessing the controls for the pump. Grantor agrees not to make use of such license except in the event of an emergency which requires that Grantor access such controls. The license granted in this paragraph 2 shall expire at such time, if ever, that the controls are moved out of the improvements located on the DKF Parcel and shall then become a license to access such controls wherever they may be located on the DKF Parcel, if at all.

3. Grantor and Grantee shall share equally the cost of maintaining the well and any pipes, pump or other equipment within the well structure itself. Grantee and Grantor shall be equally responsible for maintaining all water lines wherever located. Grantor and Grantee further agree to share equally in the cost of re-drilling the well and/or replacing the pump and/or the equipment should the same become necessary. Grantor and Grantee shall also share equally in the cost of any maintenance or repair to the controls for the well system.

4. In the event an additional user wants to utilize the well, the additional user will be responsible for the cost of labor and material for the additional hook up but shall not be required to reimburse either Grantor or Grantee for prior any prior cost or be charged a separate hookup fee. After the additional user is hooked up to the well, the additional user will be equally responsible with Grantor and Grantee for all items in 3 above.

5. This instrument shall be governed by and interpreted in accordance with the laws of the state of Iowa. Invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision. This instrument shall be governed by and interpreted in accordance with the laws of the state of Iowa. Invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision. This instrument shall be binding upon and inure to the benefit of Grantor and Grantee, their successors, personal representatives and assigns. This instrument may be executed in one or more counterparts and all of such counterparts taken together shall constitute one and the same instrument.

David K. Fry

STATE OF IOWA)
) SS:
COUNTY OF LINN)

This instrument was acknowledged before me this 2nd day of December, 2013 by David K. Fry, a single person.

Notary Public - State of Iowa

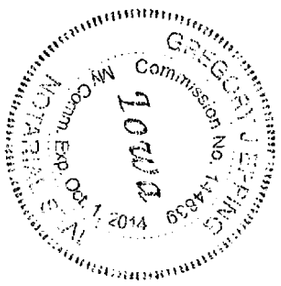
PEGGY MINZENMEYER
Commission Number 771954
My Commission Expires
March 2, 2015

Larry A. Sloan

M. Lois Sloan

STATE OF IOWA)
) SS:
COUNTY OF LINN)

This instrument was acknowledged before me this 26 day of NOVEMBER, 2013 by Larry A. Sloan and M. Lois Sloan, husband and wife.



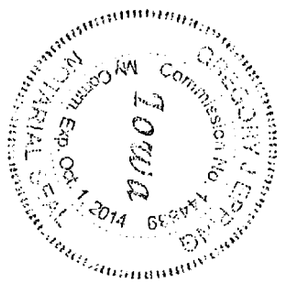
Notary Public – State of Iowa

Vicki Jo Shadle

Craig A. Shadle

STATE OF IOWA)
) SS:
COUNTY OF LINN)

This instrument was acknowledged before me this 25 day of NOVEMBER, 2013 by Vicki Jo Shadle and Craig A. Shadle, wife and husband.



Notary Public – State of Iowa

Exhibit A

Lot 1A; Parcel G, Part of Lot 1Hartwick Lake Club West Subdivision Sec. 25, T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2001, Page 2940

AND

All lake frontage, running to the water front and then at right angles to the middle of Delhi Lake, also called Hartwick Lake, in respect to and adjoining premises known as Lot One-A (1A) and the South 36 feet of Lot One (1) of Plat of Hartwick Lake Club West Subdivision of Part of the South One-Half (S1/2) of Section Twenty-Four (24) and of Part of the North One-Half (N1/2) of Section Twenty-Five (25), all in Township Eighty-Eight North (T88N), Range Five West (R5W) of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 40, and also known as Lot1 A; Parcel G, Part of Lot 1 Hartwick Lake Club West Subdivision, Sec. 25, T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat of survey recorded in Book 2001, Page 2940

Exhibit B

Lot One (1) of the Plat of Hartwick Lake Club West Subdivision of Part of the South One-half (S½) of Section Twenty-four (24) and Part of the North One-half (N½) of Section Twenty-five (25), all in Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 40, except Parcel G per plat recorded in Book 2001 Page 2940.

AND

All lake frontage, running to the water front and then at right angles to the middle of Delhi Lake, also called Hartwick Lake, in respect to and adjoining premises known as Lot One (1) of the Plat of Hartwick Lake Club West Subdivision of Part of the South One-half (S½) of Section Twenty-four (24) and Part of the North One-half (N½) of Section Twenty-five (25), all in Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 40, except Parcel G per plat recorded in Book 2001 Page 2940.

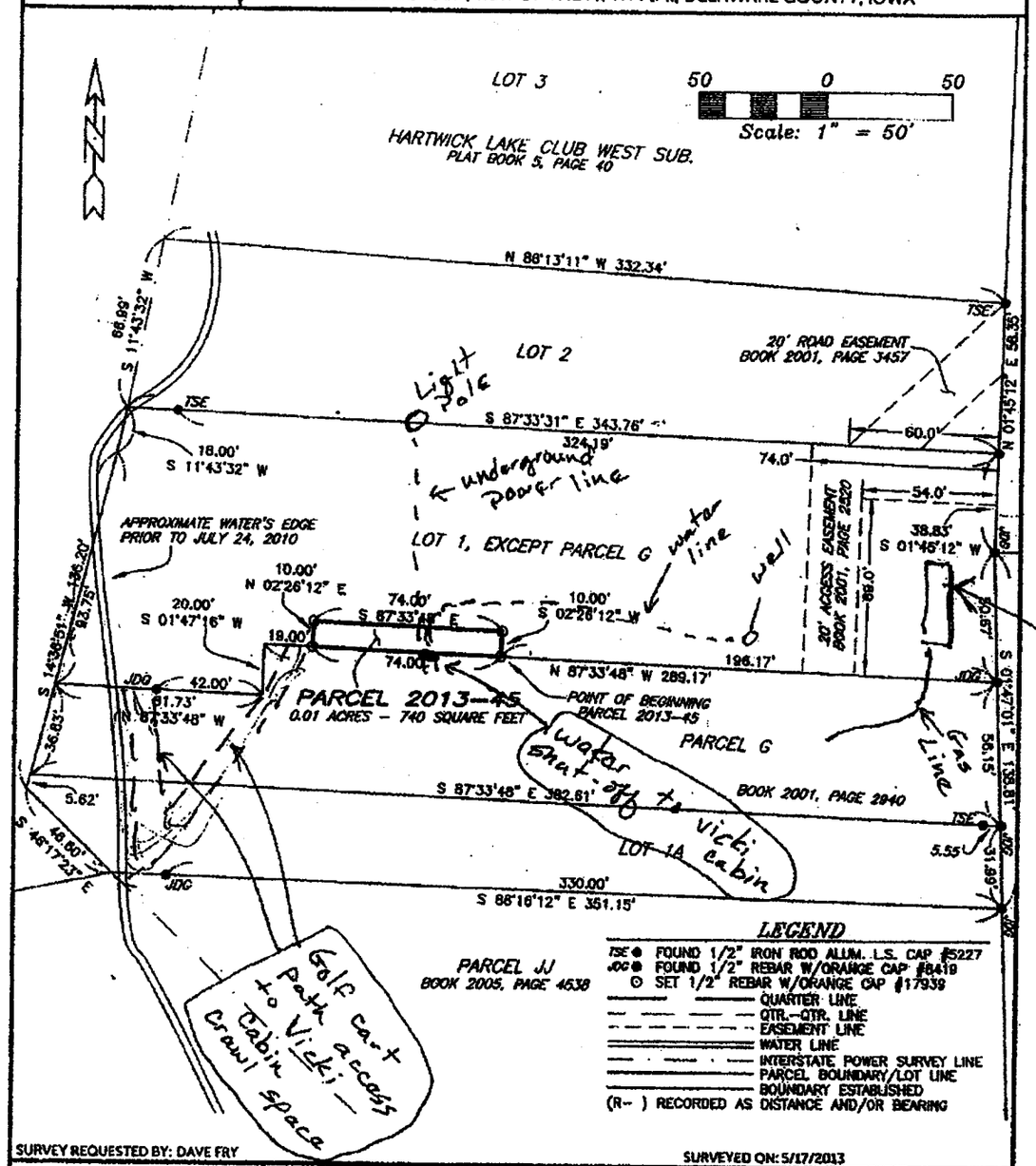
Exhibit C

PREPARED BY/RETURN TO: RANDALL L. RATTENBORG 105 W. MAIN ST., MANCHESTER, IA 52057 563-927-2434

PLAT OF SURVEY

PARCEL 2013-45

PART OF LOT 1 HARTWICK LAKE CLUB WEST SUBDIVISION
SEC. 25, T88N, R5W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA



SURVEY REQUESTED BY: DAVE FRY

SURVEYED ON: 5/17/2013

PROPRIETORS: VICKI JO SHADLE & CRAIG A. SHADLE

DRAFT

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

RANDALL L. RATTENBORG P.L.S. LIC. #17939 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2013

SHEETS COVERED BY THIS SEAL: 1-2

BURRINGTON GROUP, INC.
Civil Engineering | Land Surveying
105 W. Main Street Manchester, Iowa 52057 burringtongroup.com

PROJECT NO. 13-40	SLOAN 05-21
SCALE: 1"=50'	
DATE: 5/20/2013	
DRAWN BY: RLR	
CHECKED BY: DDK/JAW	
GPS BOX: LAKE DELHI	
SHEET 1 OF 2	