Recorded: 3/2/2015 at 2:45:20.0 PM
Fee Amount: $12.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2015 PG: 507

ehg

Preparer Information Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name Street Address City Phone

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE FOR RECORDER

WELL AGREEMENT

THIS AGREEMENT made and entered into this 27 day of February, 2015 by and between Gary L. Jackson and Roxanne R. Jackson, husband and wife (hereinafter "First Parties") who are the owners of the following described real estate located in Delaware County, Iowa:

Parcel J, Part of the NE ¼ - SW ¼, Sec. 23, T89N, R6W of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 2012, Page 3313.

2015-500
2004-1810

AND Moyle Real Estate, LLC (hereinafter "Second Party") owner of the following described real estate located in Delaware County, Iowa:

Parcel I, Part of the SE ¼ - NW ¼, Sec. 23, T89N, R6W of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 2012, Page 3313.

WHEREAS, there is a well located in the northwest corner of the real estate owned by First Parties which provides water for both parcels of real estate;

AND WHEREAS, the parties desire to establish their rights and obligations with regard to the parties to this Agreement and said well.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Second Party shall have the right to use the well and pump located on real estate of First Parties and shall be entitled to maintain a waterline from said well and pump to the real estate owned by Second Parties. First Parties hereby grant onto Second Party an easement to enter First Parties' property to inspect said well and waterline and make any necessary repairs to the waterline as may be needed.

2. The owner of each parcel shall pay one-half of the expenses of repairs and/or replacement of the pump, motor and well.

3. The parties agree that the electrical bill for operation of the well shall be maintained by First Parties who shall be reimbursed for one-half of the costs by the Second Party.

4. In the event that the well becomes unusable at any time in the future, this Agreement shall terminate and both parties shall be free to construct their own well or to contract together to construct a replacement pursuant to terms and conditions to be agreed upon in that event.

5. This Agreement shall be binding on successors and assigns of the owners of both parcels and shall be considered easement rights which run with the land.

First Parties:

Gary L. Jackson

Roxanne R. Jackson

Second Party:

Moyle Real Estate, LLC

By:

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on this 27 day of February, 2015 by Gary L. Jackson and Roxanne R. Jackson, husband and wife.

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2016

Notary Public In And For The State
Of Iowa

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on this 27 day of February, 2015 by Steve Moyle of Moyle Real Estate, LLC.

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2016

Notary Public In And For The State
Of Iowa