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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer: Mark A. Roeder, 119 E. Main St., Manchester, IA 52057-1736
Return to: Mark A. Roeder, 119 E. Main St., Manchester, IA 52057-1736
Tax statement to: Betty L. Black, 24910 206th Ave., Manchester, IA 52057

EASEMENT AGREEMENT

For the consideration of Sixty-Two and 50/100 Dollars ($62.50), and other good and valuable consideration, Grantor Betty L. Black a single person does hereby grant, convey, establish, and create an easement for the maintenance, repair, and upkeep of an existing domestic well and water line leading from such well, including an easement for the cutting and removal of brush, trees and other obstructions which interfere with the use of said existing well, together with rights of ingress, egress, and regress, for purpose of access, over, under, along and across the following described property:

> Lot 7, Logan-Black First Addition to Delaware County, Iowa in Section 14, Township 88 North Range 5, West of the Fifth P.M.

Said easement is appurtenant to and for the benefit of the following property:

> Lot 12, Logan-Black First Addition to Delaware County, Iowa in Section 14, Township 88 North Range 5, West of the Fifth P.M.

and is conveyed to Grantee Lina Jolene Weeks as owner of the immediately above-described property and for the benefit of, her heirs to said property, future owners, successors, or assigns (hereafter grantees) of the above-described property.

The expense of maintenance, repair, utilities, upkeep of the existing domestic well and waterline, and for the ultimate capping or closing the existing well when necessary shall be the responsibility of the grantees. If grantees do not maintain, repair, pay for utilities, or for reasonably necessary upkeep of the existing domestic well, or for the expense of capping or closing the existing well when same becomes necessary, grantor or her successors may at their option enforce this provision by first giving reasonable written notice of the necessity to maintain, repair, pay for utilities, or for reasonably necessary upkeep, or for capping or closing

and upon failure or refusal of grantees to perform requested maintenance, repairs, pay for utilities, or upkeep for the well, or for capping or closing, grantors may effect such maintenance, repair, pay for utility expense or upkeep or capping and closing and charge the expense to grantees. In a suit to recover such expenses grantees shall pay grantors' attorney's fees, plus a 25% premium over the expense of the work such premium intended to compensate grantors for their time and trouble in arranging for such services, and for prosecuting the case to enforce these provisions

Transfer tax exception: Iowa Code § 428A.2.17

September 4, 2015

Betty L. Black

Betty L. Black (Grantor)

September 4, 2015

Lina Jolene Weeks

Lina Jolene Weeks (Grantee)

STATE OF IOWA, DELAWARE COUNTY) ss:

This Easement Agreement signed and acknowledged before me by Betty L. Black this 4th day of September 2015.

MARK A. ROEDER
Commission Number 728724
My Commission Expires
6-1-2015

Mark A. Roeder

Notary Public

STATE OF IOWA, DELAWARE COUNTY) ss:

This Easement Agreement signed and acknowledged before me by Lina Jolene Weeks this 4th day of September 2015.

Mark A. Roeder

Notary Public

MARK A. ROEDER
Commission Number 728724
My Commission Expires
6-1-2015