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Carla K. Bala, Auditor
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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Well Sharing Agreement and Ingress/Egress Easement

(Recorder's Cover Sheet)

Preparer information: *(name, address & phone number)*

David Meyer, Burrington Group Inc
105 West Main St.
Manchester, IA 52057

Taxpayer information: *(name & complete address)*

N/A

Return Document to: *(name & complete address)*

Susan K Meyer
24816 207th Ave
Manchester, IA 52057

Grantors:

Scott A. Wall
Brenda K. Wall

Grantees:

Andrew P. Recker
Vicki J. Recker

Legal Description is located on page: 2

Document or instrument number of previously recorded documents:

Prepared by/Return to: Burrington Group, Inc., 105 West Main Street, Manchester, IA 52057 563-927-2434

Well Sharing Agreement and Ingress/Egress Easement

KNOW ALL MEN BY THESE PRESENT: That in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid to Scott A. Wall and Brenda K. Wall, current title holders to Lot 1 of S.A. Wall Subdivision; a Subdivision of Lot 1 in Hughes Heights, Recorded in Book 2016, Page 2655 in the Northwest Quarter of the Northwest Quarter Section 25, Township 88 North, Range 5 West of the 5th P.M., Delaware County, Iowa (hereinafter referred to as "Grantor") by Andrew P. Recker and Vicki J. Recker, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged. The Grantor does hereby grant, transfer and convey unto the Grantee, its successors and assigns, as Well Sharing Agreement and Ingress/Egress Easement. Grantor shall cause the golf cart path to be paved by May 1, 2017.

1. Well Sharing: The Grantees entitled to share in the use and enjoyment of said well of the Grantor. Said well is permitted for residential use.

2. Electricity: The Grantees are responsible to pay $100.00 per year, until cabin becomes permanent residence of which time the bill shall be divided equally.

3. Maintenance and Repair: The owner of each lot must pay any maintenance, repair, and/or replacement costs not covered by warranties and/or insurance. The owner of the Cabin (Grantor) shall be responsible for 25% of the costs for maintenance and repairs; while the home owner (Grantee) shall be responsible for 75% of the costs for maintenance and repairs until cabin becomes permanent residence at which time the costs shall be divided equally. If the well needs to be replaced and the parties cannot agree on a new structure, the agreement terminates upon digging of the new well by the Grantor.

4. Withdrawal from Agreement: The Grantor and Grantees may withdraw from this agreement upon abandoning, in recorded writing, its share of use and enjoyment of this well. Such abandonment shall not affect any easements benefiting the non-terminated tract or burdening the terminated tract. The Grantor may terminate the agreement by giving 30 day notice of the action between March 1, and September 30the of each year. If notice is given between or after September 30 and before March 1, then the agreement terminates May 1st.

5. Enforcement of Agreement: In the event of litigation relating to this agreement, the prevailing party shall be entitled to a reasonable attorney fee in addition to damages, specific performance, and/or injunctive or declaratory relief.

The consideration recited above shall constitute payment in full for any damage to the land of the Grantor, the estate's successors, assigns and heirs, by reason of the installation, operation and maintenance of the structure or improvements herein referred to.

I, Brenda K. Wall of Delaware County, State of Iowa, do hereby certify that the above Well Sharing Agreement and Ingress/Egress Agreement, is made with our free consent, and in accordance with our desire.

Brenda K Wall

Brenda K. Wall, Owner

SUSAN K MEYER
Commission Number 798639
My Commission Expires
August 9, 2019

State of Iowa)

County of Delaware) ss:

On this 13 day of October A.D. 2016, before me a Notary Public in and for said State, personally appeared Brenda K. Wall to me known to be the person (s) named and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Susan K meyer

Notary Public in and for said State

SUSAN K MEYER
Commission Number 798639
My Commission Expires
August 9, 2019

AND

I, Scott A. Wall of Delaware County, State of Iowa, do hereby certify that the above Well Sharing Agreement and Ingress/Egress Agreement, is made with our free consent, and in accordance with our desire.

Scott A. Wall, Owner

SUSAN K MEYER
Commission Number 798639
My Commission Expires
August 9, 2019

State of Iowa)

County of Delaware)

On this 13 day of October A.D. 2016, before me a Notary Public in and for said State, personally appeared Scott A. Wall to me known to be the person (s) named and who executed the foregoing instrument, and acknowledged that the executed the same as their voluntary act and deed.

Susan K meyer

Notary Public in and for said State