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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Return Document To: Thomas J. Hanson, 401 East Main Street, Manchester, Iowa 52057
Prepared By: Thomas J. Hanson, 401 East Main Street, Manchester, Iowa 52057
Address Tax Statement: Richard J. Werner, 2675 180th Avenue, Manchester, Iowa 52057

REAL ESTATE AGREEMENT

This Agreement entered into this 25 day of April, 2017 by and between Elizabeth J. Werner (hereinafter "First Party"), and Richard J. Werner (hereinafter "Second Party").

WHEREAS, Second Party has purchased from First Party the following described real estate located in Delaware County, Iowa:

Parcel 2016-34 part of ~~NE ¼ and~~ SE ¼ of Section 29-88-5 according to plat recorded in Book 2016, Page 1238.

AND WHEREAS, First Party currently owns two parcels of real estate adjacent to Second Party's real estate which said parcels are described as follows:

Parcel No. 1
Parcel 2016-33 part of NE ¼ ~~and~~ SE ¼ of Section 29-88-5 according to plat recorded in Book 2016, Page 1238.

Parcel No. 2
The East one-half of the Southeast Quarter (SE¼) of Section 29, Township 88 North, Range 5, West of the 5th P.M. except Parcels 2016-33 and 2016-34 part of NE ¼ and SE ¼ of Section 29-88-5 according to plat recorded in Book 2016, Page 1238.

AND WHEREAS, this Agreement shall provide for easements of access for all three parcels referred to herein, a Well Agreement for a well servicing all three parcels referred to herein and also for the Right of First Refusal in the event of the sale of Parcel 2016-34.

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. There is a lane running from 180th Avenue on the East to and across Parcels 2016-33 and 2016-34 which provides access from 180th Avenue for the said Parcel 2013, 2014 and Parcel No. 2 as described above. The parties hereby grant and give onto the current owners and all future owners of said three parcels an easement over and across the roadway running from 180th Avenue on the east so as to provide access for all three parcels as referred to herein. The parties agree that each of the three parcels referred to herein (Parcel 2016-33, Parcel 2016-34 and E ½ SE ¼ excepts said parcels) shall pay one-third of all future costs of snow removal for said roadway. The cost of any maintenance of repair to the roadway shall be paid as follows: The owner of Parcels 2016-33 and 2016-34 shall each pay ten percent (10%) of the cost of said maintenance and repair and the owner of the E ½ SE ¼ except Parcels 2016-33 and 2016-34 shall pay eighty percent (80%) of the cost of said maintenance and repair for the roadway. The owners of each of the herein referred to parcels agree that no permanent obstructions shall be placed on the roadway which would interfere with the access by any party and no vehicles, farm implements or other items shall be parked on said driveway which would in any way interfere with access by any of the present or future owners of the herein described parcels or any persons or entities lawfully using said access easement. The provisions of this Agreement shall run with the land and be binding upon the parties hereto, their heirs, successors and assigns.

2. There is a well, pump and pumping equipment located on Parcel 2016-34 which provides water for Parcels 2016-33, 2016-34 and the East ½ of the SE ¼ of Section 29-85-5 except said Parcels 2016-33 and 2016-34. The parties hereby agree that the owners of each of the three parcels shall be allowed the right to obtain water from said well and pump and that said well and pump shall be used in conjunction with all current and future owners of the parcels referred to herein. The parties agree that the cost of any future repairs and/or replacement to the well or pump shall be paid as follows: fifteen percent (15%) thereof by the owner of Parcel 2016-33; fifteen percent (15%) thereof by the owner of Parcel 2016-34 and seventy percent (70%) thereof by the owner of the remainder of the East ½ of the SE ¼ of 29-88-5 except said Parcels 2016-33 and 2016-34. The owners of each of three parcels shall be responsible for any costs of repairs and maintenance of the piping that runs from the well to their respective parcels and the owners of each of the three parcels is hereby granted an easement over and across that portion of the Parcel 2016-34 which is necessary to provide access to the waterline, well and pump as needed to inspect, maintain and repair the same. In the event that any repair to water lines servicing any parcel requires digging on Parcel 2016-34, the owner of the parcel benefited by said digging shall return the soil and earth to its natural condition following any inspection, repair, replacement or maintenance of waterlines. In the event that the owner of Parcel 2016-33 drills a well on their premises such that water is no longer needed from the well

located on Parcel 2016-34 then the owner of Parcel 2016-33 shall be relieved of any further obligation for cost to the well and pumping system and all future cost of repair, maintenance and replacement shall be paid as follows: fifteen percent (15%) by the owner of Parcel 2016-34 and eight-five percent (85%) by the owner of the balance of the East ½ of the SE ¼ of Section 29-88-5 except Parcels 2016-33 and 2016-34. First Party shall install water meters for each of the three parcels referred to herein on the premises owned by party of the second part to determine the number of gallons used by each parcel per month. First Party or her successors in interest with regard to Parcel 2016-33 and the East half of the SE ¼ of Section 29-85-5 except Parcels 2016-33 and 2016-34 shall pay to Second Party, or his successor in interest the cost of supplying electricity for the number of gallons used by each said parcel owner. Said amount shall be paid to Second Party or his successor in interest within ten (10) days of receipt of the cost of pumping water for each month of usage.

3. Second Party his heirs, successors and assigns hereby grant onto First Party the right of first refusal in the event of the sale of Parcel No. 2016-34 in the future. If at any time Second Party enters into a binding agreement for the sale of said parcel he shall notify First Party. Within seven (7) days of receipt of said notice First Party shall notify Second Party or Second Party's successor in interest, in writing of the exercise of the right to purchase. The Seller shall then be obligated to sell to First Party said real estate under the same terms and conditions are provided in any binding purchase offer. If First Party does not exercise the option to purchase then said option shall lapse and the sale may go through to the party making the binding offer to purchase. In the event of the death of First Party then this right of first refusal shall pass to the then owner of Parcel No. 2 as described above.

4. The provisions of this Agreement shall run with the land and shall be binding upon the parties hereto, their heirs, successors and assigns.

Dated this 25 day of April, 2017.

First Party

Elizabeth J. Werner

Elizabeth J. Werner

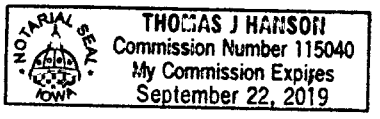
Second Party

Richard J. Werner

Richard J. Werner

STATE OF IOWA, COUNTY OF Delaware **: ss:**

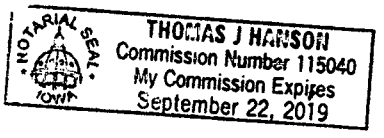
On this 25 day of April, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Elizabeth J. Werner known to me be the identical person named herein and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Delaware **: ss:**

On this 25 day of April, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard J. Werner known to me be the identical person named herein and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Notary Public in and for the State of Iowa