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Document 2017 1758 Type 06 006 Pages 3
Date 6/28/2017 Time 2:56:02PM
Rec Amt $17.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer
Information & Return To: 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

REAL ESTATE AGREEMENT

This Agreement entered into this 26 day of June, 2017 by and between Danny R. Glew and Cathleen A. Glew, husband and wife (hereinafter "First Parties") and Leon R. Glew and Carmelle Glew, husband and wife (hereinafter "Second Parties").

WHEREAS, First Parties have sold to Second Parties the following described real estate located in Delaware County, Iowa and legally described as follows:

> Parcel 2017-37, part of the NE¼ - FR. NW¼; all in Section 1, T88N, R5W of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 2017, Page 1500.

AND WHEREAS, First Parties continue to own the following described real estate located adjacent to and surrounded by the real estate sold to Second Parties and legally described as follows:

> Parcel 2017-38, part of the NE¼ - FR. NW¼; all in Section 1, T88N, R5W of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 2017, Page 1500

AND WHEREAS, as part of this conveyance the parties hereby enter into this Agreement involving the well and water system, and access for the respective parcels; and said parties also enter into a Joint Right of First Refusal with regard to the herein described real estate.

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 residence located on the real estate being retained by First Parties which is serviced by a well located on real estate purchased by Second Parties, and the electrical system and pressure tank for said well and water system is located on real estate retained by First Parties. The parties agree that the owners of the two parcels of real estate as described herein, their heirs, successors and assigns shall jointly share the well and water system. The owner of each parcel of real estate hereby grants an easement onto the other parties to come onto the respective premises in order to

repair, maintain and replace the well and/or water system and agree that any cost of repair, replacement or maintenance of the well and water system shall be shared equally between First Parties and Second Parties.

2. There is currently one electrical meter that serves both parcels of real estate. The bill for the electrical service shall be paid by Second Parties, provided however, that First Parties shall pay the portion of the bill that is separately metered for the electrical heating for First Parties' residence. First Parties shall also pay to Second Parties on a monthly basis an agreed amount which equals the cost of other electrical usage used by First Parties for their residence. In the event that in the future the parties cannot agree on the amount to be paid by First Parties to Second Parties, then First Parties agree that they will obtain their own separate meter for their residence and if a separate meter is obtained by First Parties, Second Parties agree to reimburse to First Parties on a monthly basis the cost of electricity to supply water to the real estate owned by Second Parties.

3. First Parties hereby grant onto Second Parties an easement over and across the Access Easement Area as shown on Parcel 2017-38 so as to provide access from 221st Street to Second Parties' real estate. Said Access Easement Area shall be used jointly by the parties hereto, their heirs, successors and assigns. All future repair and maintenance of the Access Easement Area shall be shared equally between the parties. The parties agree not to permanently place any obstructions over and across the Access Easement Area or to park cars or equipment on the Access Easement Area in such a manner so as to impede the access of either party or any parties lawfully using the same.

4. Each party to this Agreement hereby grants onto the other party with respect to their respective parcels of real estate a right of first refusal to purchase the above described parcels in the event of sale by either party. In that regard, if at any time either First Parties or Second Parties should enter into a binding agreement for the sale of their respective parcel of real estate as described above, they shall first notify the other party in writing of the receipt of any binding offer to purchase. Within seven days of receipt of said notice, the receiving party shall notify the selling party in writing of the exercise of the right to purchase. The selling party shall then be obligated to sell to the purchasing party said real estate under the same terms and conditions as provided in any binding purchase offer. If the party receiving notice fails to exercise the option within seven days then this right of first refusal shall lapse and the selling parties may go forward with the sale of said real estate.

5. The obligations contained herein shall run with the land, be binding upon the parties hereto, their heirs, successors and assigns.

First Parties

Danny R. Glew

Cathleen A. Glew

Second Parties

Leon R. Glew

Carmelle Glew

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

On this 26th day of June 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Danny R. Glew and Cathleen A. Glew, husband and wife to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
ROBERT WENDT
Commission Number 138155
My Commission Expires
12/19/18

Robert Wendt
Notary Public in and for the State of Iowa

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

On this 26th day of June 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Leon R. Glew and Carmelle Glew, husband and wife to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same ~~as their voluntary act and deed~~.

NOTARIAL SEAL IOWA
ROBERT WENDT
Commission Number 138155
My Commission Expires
12/19/18

Notary Public in and for the State of Iowa

Robert Wendt