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Document 2017 2436 Type 03 006 Pages 2
Date 9/05/2017 Time 11:25:14AM
Rec Amt $12.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

PREPARED BY: Michael A. Bowman, Attorney at Law, P.O. Box 351, Monticello, IA 52310, PH:319-4655448
TAX STATEMENT: No Change

EASEMENT AGREEMENT

This agreement is entered into by and between John D. Rolfes and Bethany J. Flack, unmarried individuals, (hereafter "Grantors") who are the current owners of the following described property situated in Delaware County, Iowa, to-wit:

Parcel 2017-55 Part Of Parcel H in Section Twenty-Nine (29), Township Ninety North (T90N), Range Four West (R4W) Of The Fifth Principal Meridian, In The Town Of Greeley, Delaware County, Iowa, according to plat recorded in Book 2017, Page 1947

And Mark J. Schilling and Melissa S. Schilling, husband and wife, (hereafter "Grantees") who are the owners of the following described real estate situated in Delaware County, Iowa, to-wit:

Parcel 2017-56 Part Of Parcel H in Section Twenty-Nine (29), Township Ninety North (T90N), Range Four West (R4W) Of The Fifth Principal Meridian, In The Town Of Greeley, Delaware County, Iowa, according to plat recorded in Book 2017, Page 1947

Grantors hereby grant to Grantees, their heirs, assigns, and successors-in-interest, a perpetual easement over the existing driveway lying in the southeast area of said Parcel 2017-55. The easement area is approximately 30 feet wide and shall allow Grantees access to Parcel 2017-56 for general farm use.

Grantors also hereby grant to Grantees, their heirs, assigns, and successors-in-interest, a perpetual easement to and the right to use the well located approximately two (2) feet from the house located on Parcel 2017-55. Costs of maintaining the well shall be shared equally by the parties. Grantees shall pay Grantors $15.00 per month on the 1st day of each month, beginning September 1, 2017 for the use of the well. Grantees shall be solely responsible for maintaining the lines running from the well to their property. In addition, Grantors grant to Grantees the access to and the right to shut off the water in the event of an emergency. Should Grantees be 60

days delinquent in payment of the monthly fee, Grantors may terminate this agreement upon 7 days written notice of noncompliance. This well agreement shall also terminate if grantees dig their own well or should cease to use the water, upon 30 days written notice to Grantors.

This agreement shall be binding on the undersigned parties, their heirs, assigns and successors-in-interest and shall be considered an agreement that runs with the land.

Dated this 1 day of SEPTEMBER, 2017.

John D. Rolfes

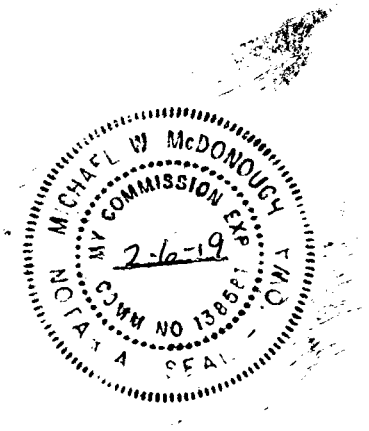
Mark J. Schilling

Bethany J. Flack

Melissa S. Schilling

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

On this 1 day of SEPTEMBER, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John D. Rolfes, Bethany J. Flack, Mark J. Schilling and Melissa S. Schilling, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Notary Public in and for said State