Recorded: 4/23/2018 at 10:17:31.0 AM
Fee Amount: $17.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2018 PG: 1041

Prepared By and Return to: Steven E. Carr, PO Box 333, Manchester, Iowa 52057 (563) 927-4164
Grantor: Danny Rotach Grantee: Danny Rotach

WELL EASEMENT AND AGREEMENT

On behalf of the Estate of Larry D. Rotach aka Larry Dean Rotach, the undersigned Danny Rotach, as Executor, hereby binds the following properties titled in the name of the decedent to clarify rights with respect to a certain well to the extent it is located on real estate described as follows (hereinafter "Property #1):

> That part of Lot Two (2), Block Five (5) described as commencing at the Northwest corner of Lot One (1) of said Block Five (5), and running thence North fifty (50.0) feet, thence East one hundred ten (110.0) feet, thence South fifty (50.0) feet to the Northeast corner of said Lot One (1), thence West along the North line of Lot One (1) one hundred ten (110.0) feet to the point of beginning, in Sunset Beach, a Subdivision of parts of Section Seventeen (17), Eighteen (18) and Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book 2 Plats, Page 20, excepting rights of flowage.

Said well serves the following described real estate:

> Lot Sixteen (16), Block Four (4), Sunset Beach, a Subdivision of Parts of Sections Seventeen (17), Eighteen (18) and Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book 2 Plats, Page 20
> AND
> Parcel "J" Being Part Of Lot 17, Block 4, Sunset Beach, A Subdivision Of Parts Of Sections 17, 18 And 20, Township 89 North, Range 5 West Of The 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2011, Page 1956; excepting rights of flowage.

1. An easement is hereby granted by the owner of Property #1 for the well to remain at its current location. Further, an easement is granted to the owner of the real estate served by the well to enter onto Property #1 for the purpose of inspection, repair and replacement of the well.

2. The owner of the real estate served by the well shall be solely responsible for any repairs or replacement of the well.

3. Any repair or replacement shall not result in an unreasonable expansion of the area where the well is currently located. Further, all necessary care shall be used in such cases and the property shall be restored to its present condition in the event work is necessary.

4. The owner of Property #1 disclaims any and all interest in the well.

5. The owner of the property served by the well agrees to hold harmless and save in full the owner of Property #1 from any and all liability whatsoever arising from the well.

6. This agreement shall be perpetual and shall be binding upon all future owners of each of the above described properties.

Dated this 9th day of April, 2018.

Grantor:

Estate of Larry Dean Rotach

Danny Rotach

By: Danny Rotach, Executor

Grantee:

Estate of Larry Dean Rotach

Danny Rotach

By: Danny Rotach, Executor

STATE OF ~~IOWA~~ Minnesota)
) SS
DELAWARE COUNTY)

This instrument was acknowledged before me on this 9 day of April, 2018 by Danny Rotach as Executor of the Estate of Larry Dean Rotach.

Joan M Dubiel
Notary Public in and for State of ~~Iowa~~ Minnesota

JOAN M DUBIEL
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/2022