

Washington County Iowa
Jo Greiner - Recorder
Instrument #2012-2148
06/14/2012 @01:41 PM # Pages: 3
EASE EASEMENTS
Total Fees: \$17.00

Book: 2012 Page: 2148

Prepared by and return to: Douglas L. Tindal, 305 W. Main St.-Suite A, Washington, Iowa 52353 319-653-2159

WELL EASEMENT

THIS AGREEMENT is made this 12 day of June, 2012, by Ramona M. Byerly, single, hereinafter referred to as Grantor, and Keith A. Byerly and Cheryl L. Byerly, husband and wife, hereinafter referred to as Grantees:

1. **Introduction.** Grantor is the owner of the following-described real estate (hereinafter "Lot 1"):

Lot 1 of Byerly Cattle Company Subdivision in the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Thirty-five (35), Township Seventy-five (75) North, Range Six (6) West of the Fifth (5th) Principal Meridian, Washington County, Iowa, containing 2.36 acres, more or less, of which approximately 0.53 acre is public road right of way, as shown by the Plat of Survey recorded in Plat Book 25, Page 120, in the Office of the Washington County Recorder.

Grantees are the owners of the following-described real estate which adjoins Grantor's real estate (herein after "Lot 2"):

Lot 2 of Byerly Cattle Company Subdivision in the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Thirty-five (35), Township Seventy-five (75) North, Range Six (6) West of the Fifth (5th) Principal Meridian, Washington County, Iowa, containing 6.04 acres, more or less, of which approximately 0.86 acre is public road right of way, as shown by the Plat of Survey recorded in Plat Book 25, Page 120, in the Office of the Washington County Recorder.

Grantees are also purchasing by installment contract from Grantor, certain real estate described in the Installment Contract now on record with the Washington County Recorder. And the parties wish to document their agreement concerning a water well on a portion of the property, as follows:

2. **Location of Well.** There is presently a water well located on Lot 1, serving Lot 1 and Lot 2, said well being depicted on the survey recorded April 18, 2012, in Book 25, Page 0120, records of the Washington County Recorder, Washington County, Iowa.

3. **Agreement for Use of Well.** In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged and subject to the conditions set forth in this instrument, Grantor does hereby grant, bargain, sell, and convey to Grantees a permanent easement for Grantees to take such water from the above-mentioned well for domestic and agricultural purposes which Grantees may deem necessary for the full use and enjoyment of Lot 2 by Grantees, their heirs and assigns.

4. **Maintenance and Repair.** That in exchange for the use of the well, Grantees shall reimburse Grantor one-half of Grantor's expenses incurred to maintain and repair of said well. Grantor and Grantees shall jointly repair and maintain in a proper, substantial and workmanlike manner, the above-mentioned well, machinery, enclosure, pipeline and easement, such that the operation and use thereof will not unnecessarily hinder or prevent the proper and reasonable use and enjoyment of either parties' real estate for regular domestic and agricultural use.

5. **Electricity Expense.** It is specifically agreed by the parties hereto that the Grantor and Grantees shall equally share the cost of electricity to operate the well pump. Grantees shall reimburse Grantor for their half of electricity expense on a regular basis, as agreed upon by the parties.

6. **Termination.** Upon Grantees giving 30-days written notice to the Grantor of their intent to abandon their rights to the well water, it is agreed by the parties hereto that the use of Grantor's well shall no longer be subject to this Agreement, and the Grantees shall have no further use of the well. In the event of such termination the Grantees shall have no further obligation to share in the expenses described above.

7. **Easement and Rights to Run With Land.** The easements and rights described herein are to, and shall run with the land.

Dated this 12 day of June, 2012.

GRANTOR:

Ramona M. Byerly
Ramona M. Byerly

GRANTEES:

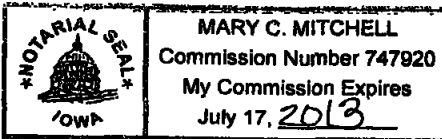
Keith A. Byerly
Keith A. Byerly

Cheryl L. Byerly
Cheryl L. Byerly

STATE OF IOWA, COUNTY OF WASHINGTON, ss.

On this 12 day of June, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ramona M. Byerly, single, to me known to be the person who executed the foregoing instrument, and acknowledged to me that she executed the same as his voluntary act and deed.

Mary C. Mitchell
Notary Public in and for the State of Iowa



STATE OF IOWA, COUNTY OF JOHNSON, ss.

On this 7th day of June, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Keith A. Byerly and Cheryl L. Byerly, husband and wife, to me known to be the person who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

Janice J. Kerkore
Notary Public in and for the State of Iowa