

Prepared by/Return to: Mark A. Otto, Otto Law Office, PLLC, 123 W. 2nd St. N., PO Box 1356, Newton, IA 50208; (641) 792-7000

Taxpayer Information: _____

**WELL EASEMENT USE
AND MAINTENANCE AGREEMENT**

This Agreement, made on the _____ day of _____, 2021, by _____, the owner of Tract 2, legally described as:

Auditor's Parcel D in part of the SW ¼ of the NW ¼ of Section 24, Township 81 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as shown in Plat of Survey filed as Instrument No. 2021-00001156 in the records of the Jasper County Recorder.

herein referred to as party of the first part; and _____, the owner of Tract 4, legally described as:

Auditor's Parcel E in part of the SW ¼ of the NW ¼ of Section 24, Township 81 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as shown in Plat of Survey filed as Instrument No. 2021-0000 _____ in the records of the Jasper County Recorder.

herein referred to as party of the second part;

Whereas, the parties are the owners of the above-described properties and together they share certain wells.

Whereas, the parties represent and warrant that the current shared wells are on Tract 2 above described and that both parties desire to preserve the shared wells for their use and maintenance:

Now therefore, it is mutually agreed as follows:

Tract 2 has two (2) sand point wells with one (1) electric meter. The West sand point well supplies Tract 4. The East sand point well supplies Tract 2.

Each party grants to the other exclusive use of the sand point well serving their respective tracts.

Party of the first part grants to party of the second part an easement for use and maintenance of the West sand point well and electrical service for the operator of the West sand point well.

Each party shall be responsible for payment of one-half of all electrical cost. If billing by the electrical supplier is to the party of the first part, then party of the first part shall provide a copy of the billing to party of the second part and party of the second part shall promptly reimburse party of the first part. Either party may pay the billing in full in the event I is not paid. In the event payment is not made by party of the second part, within thirty (30) days, this agreement shall temporarily terminate until payment is made.

The parties further agree to have and to hold this Easement Use and Maintenance Agreement perpetually unto themselves, and unto their successors and assigns forever. The Easement Use and Maintenance Agreement contained herein is intended to bind all heirs and assigns and is intended to run with the land of both Tract 2 and Tract 4.

In witness whereof, the parties hereto have duly executed this agreement.

STATE OF IOWA)
) ss:
JASPER COUNTY)

This instrument was acknowledged before me on this _____ day of _____, 2021, by _____.

Notary Public

STATE OF IOWA)
) ss:
JASPER COUNTY)

This instrument was acknowledged before me on this _____ day of _____, 2021, by _____.

Notary Public