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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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Prepared By and Return To: Samuel M. DeGree, 300 Main Street, Suite 323, Dubuque, IA 52003 (563-582-2000)

WELL EASEMENT AGREEMENT

This Well Agreement is made and entered into this 21 day of June, 2018 by and between the Bernard F. and Joan S. Loecke Revocable Trust, LuAnn M. Glaser & William W. Loecke Trustees, ("Grantor") and Rita E. Goebel & Chantell Lea Goebel ("Grantees").

RECITALS

- A. Grantor is the owner of the following-described real estate situated in Delaware County, Iowa:

Parcel 2018-57, part of the East One-Fourth (E 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and part of the North Half (N 1/2) of the Northeast Quarter (NE 1/4), all in Section Thirty-Six (36), Township Eighty-Eight North (T88N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, according to the recorded plat thereof;

which Real Estate is hereinafter referred to as the "Loecke Real Estate";

- B. Grantee is the owner of the following-described real estate situated in Delaware County, Iowa:

That part of the North 1/2 of the NE 1/4 of Section 36, Township 88 North, Range 3 West of the 5th P.M., Delaware County, Iowa, described as commencing at the SW corner of the North 1/2 of the NE 1/4 of said Section 36, thence East 354.97 feet along the South line of the North 1/2 of the Northeast 1/4 of said Section 36 to the point of beginning, thence North 0°-20'-00" East 450 feet, thence East 387.20 feet, thence South 0°-20'-00", West 450 feet, thence W 387.20 feet along the South line of the North 1/2 of the NE 1/4 of said Section 36 to the point of beginning. Said parcel containing approximately 4.0 acres. The South line of the North 1/2 of the Northeast 1/4 of said Section 36 is assumed to bear due East and West. Per plat recorded in Book 5 plats

Page 6. Subject to easements and restrictive covenants of record, if any.

which Real Estate is hereinafter referred to as the "Goebel Real Estate";

C. The Loecke Real Estate and the Goebel Real Estate are adjacent and contiguous;

D. A water well (including pump and all related linings, equipment and other items, including lateral lines, which in aggregate with the well shall constitute the "Well" for purposes of this agreement) currently exists on the Loecke Real Estate, and currently serves the Goebel Real Estate and Loecke Real Estate.

E. The parties have reached an agreement regarding use of the Well and desire to set forth such agreement in writing.

THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties agree as follows:

1. **Easement Grant.** Grantor hereby grants to Grantees, and its successors and assigns to the Goebel Real Estate, an exclusive and perpetual right and easement over the Loecke Real Estate to connect to the Well situated upon the Loecke Real Estate and to draw water therefrom for the purpose of providing water service to the Goebel Real Estate and any existing or future improvements thereon and also to maintain, repair or replace the Well and lines to conduct water from the Well on the Loecke Real Estate to the Goebel Real Estate. Grantor, and its successors and assigns to the Loecke Real Estate, shall be prohibited from use of the Well and shall remove or disable any connections from the Well currently serving the Loecke Real Estate at its own expense.

2. **Use of Water.** Grantees may draw water from the Well for any use or purpose.

3. **Maintenance, Repair, and Replacement.** Grantees shall pay all of the costs of operation (including electrical), maintenance, repair and replacement of the Well, water system, including the pump, electric or other meter, related equipment and any water main lines to shut-off valves. Grantees shall be solely responsible for all costs of installation, operation, maintenance, repair and replacement of lateral water lines from the point such line connects to the Well or a water main line including the lateral line providing water directly to Goebel Real Estate. All maintenance, repair or replacement shall be accomplished with the least amount of damage possible to the surface improvements, lawns and shrubbery and upon completion of the repair, maintenance or replacement the surface shall be restored as nearly as possible to the condition in which it was prior to the commencement of such maintenance, repair or replacement.

Notwithstanding the foregoing, any damage or destruction to the Well or any portion thereof caused by the intentional act or negligence of one of the owners of a parcel subject to this agreement shall be repaired or replaced at the sole expense of such parcel owner.

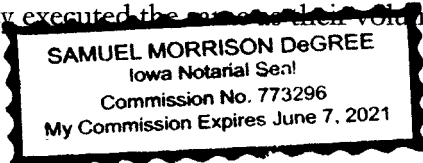
4. **Successors and Assigns.** The easements granted herein and all other terms and provisions hereof are and shall be deemed to be covenants and agreements imposed upon and running with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors in interest and assigns and shall likewise be binding upon and shall inure to the benefit of all parties who, in any manner whatsoever, shall join in this agreement.

5. State Law. This Agreement shall be governed by the laws of the State of Iowa
Rita E. Goebel
Rita E. Goebel, Grantee

Chantell Lea Goebel
Chantell Lea Goebel, Grantee

STATE OF IOWA)
COUNTY OF Des Moines) ss:

On this 21st day of June, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rita E. Goebel and Chantell Lea Goebel, 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.



Samuel Morrison DeGree
Notary Public In and For the State of Iowa

BERNARD F. AND JOAN S. LOECKE REVOCABLE TRUST, GRANTOR

By: LuAnn M. Glaser, Trustee
LuAnn M. Glaser, Trustee

By: William W. Loecke
William W. Loecke, Trustee

STATE OF IOWA)
COUNTY OF Des Moines) ss:

On this 14 day of June, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared LuAnn M. Glaser, as Trustee of the Bernard F. and Joan S. Loecke Revocable Trust, 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.

Lora A. White
Notary Public In and For the State of Iowa



STATE OF IOWA)
COUNTY OF Linn) ss:

On this 18th day of June, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William W. Loecke, as Trustee of the Bernard F. and Joan S. Loecke Revocable Trust, 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.

Catrina Smith
Notary Public In and For the State of Iowa

