

Recorded: 2/3/2022 at 4:06:15.0 PM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2022 PG: 421

Preparer

Information: Jane E. Hanson, 401 East Main Street, Manchester, (563) 927-5920

Individual's Name	Street Address	City	Phone
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Jane E. Hanson, ISBA # AT0012697

SPACE ABOVE THIS LINE FOR RECORDER

WELL, GENERATOR, LP GAS AND DRIVEWAY AGREEMENT

This Agreement entered into this 2nd day of February, 2022, by and between AR Holdings, LLC, (hereinafter First Parties) and Jason Michael Domeyer and Jennifer Lynn Domeyer, husband and wife (hereinafter Second Parties).

WHEREAS, First Parties own the following described real estate located in Delaware County, Iowa:

Parcel 2016-95 Part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) Of Section Twenty-Nine (29), Township Eighty-Nine North (T89N), Range Three West (R3W) Of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2016, Page 3605

AND WHEREAS, Second Parties own the following described real estate located in Delaware County, Iowa:

Parcel 2018-83 Part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) Of Section Twenty-Nine (29), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2018, Page 2242

AND WHEREAS, there is a well located on the real estate owned by First Parties which will serve the real estate owned by second Parties;

AND WHEREAS, there is a generator located on the real estate owned by First Parties which will serve the real estate owned by Second Parties;

AND WHEREAS, there is a LP gas tank located on the real estate owned by the First Parties which will serve the real estate owned by Second Parties;

AND WHEREAS, there is a driveway along the southerly boundary of First Parties' real estate which commences at 300th Avenue to the East and runs East to West approximately eight hundred (800) feet. Said driveway is approximately twenty (20) feet wide.

AND WHEREAS, the parties wish to enter into an Agreement to establish their rights and obligations with regard to the well, generator, LP gas and driveway.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Second Parties shall have the right to obtain water from the well and pump owned by First Parties. Said well and pump shall be used by both parties and any tenant of the Parties.
2. Second Parties shall be required to pay the cost of any and all repairs or replacement of the water line that runs from the well and pump to the real estate owned by Second Parties. In addition, Second Parties are hereby granted an Easement over and across that portion of the real estate owned by First Parties in order to provide access to the water line, well and pump as needed to inspect, maintain and repair the same. Second Parties shall be obligated to return to its natural condition any soil or earth disturbed by inspection, repair, replacement, or maintenance of the water line.
3. The Parties agree that for any and all future inspection, repairs, replacements, and/or maintenance of the well and pump, the costs shall be paid one-half (½) by each party. First Parties shall be required to pay the cost of electricity to run the pump.
4. Second Parties shall have the right to obtain and use the generator and hookup from the generator owned by First Parties. Said generator shall be used by both parties and any tenant of the Parties.
5. The Parties agree that for any and all future inspection, repairs, replacements, and/or maintenance of the generator or hookups, the costs shall be paid one-half (½) by each party.
6. Second Parties shall have the right to obtain LP gas from the LP gas tank located on the real estate owned by First Parties. Said LP gas from the LP gas tank shall be used by both parties and any tenant of the Second Parties.
7. Second Parties shall be required to pay the cost of any and all repairs or replacement of the gas line that runs from the LP gas tank to the real estate owned by Second Parties. In addition, Second Parties are hereby granted an Easement over and across that portion of the real estate owned by First Parties in order to provide access to the gas line and tank as needed to inspect, maintain and repair the same. Second Parties shall be obligated to return to its natural condition any soil or earth disturbed by inspection, repair, replacement, or maintenance of the gas line.

8. The Parties agree that for any and all future inspection, repairs, replacements, and/or maintenance of the gas tank, the costs shall be paid one-half (½) by each party. The Parties shall be required to pay the cost of LP tank in proportion to the number of hogs owned by said Parties divided by the total number of hogs located within the hog building which is located on the real estate owned by Second Parties.
9. First Parties hereby grant unto Second Parties the right to use the above referenced driveway located on the real estate owned by the First Parties so as to provide ingress and egress to the real estate owned by Second Parties.
10. The Parties agree to use said driveway in such a manner as to not restrict the usage by the other party. The Parties agreed not to park vehicles, machinery, implements or other items of personal property on the driveway area so as to provide free access for both Parties. No buildings or other permanent structures shall be placed on or across the driveway.
11. The Parties agree that any future maintenance or repairs for said driveway shall be paid one-half (½) by each party.
12. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns and shall be considered an Agreement that runs with the land.

Dated this 2nd day of February, 2022.

FIRST PARTIES

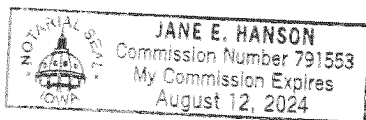
AR Holdings, LLC


By: Ann M. Domeyer, member


By: Ronald Domeyer, member

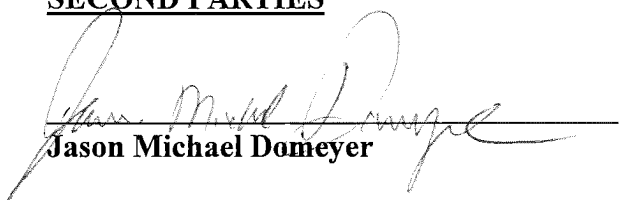
STATE OF IOWA, COUNTY OF DELAWARE

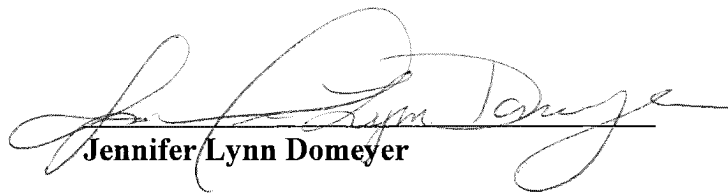
This instrument was acknowledged before me on February 2, 2022, by Ann M. Domeyer and Ronald Domeyer as members of AR Holdings, LLC.




Signature of Notary Public

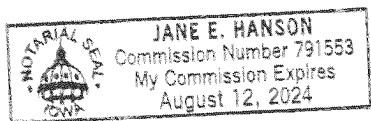
SECOND PARTIES

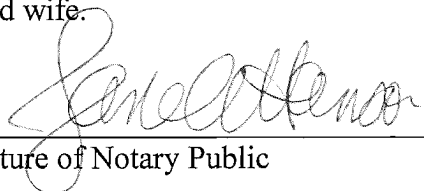

Jason Michael Domeyer


Jennifer Lynn Domeyer

STATE OF IOWA, COUNTY OF DELAWARE

This instrument was acknowledged before me on February 2, 2022, by Jason Michael Domeyer and Jennifer Lynn Domeyer, husband and wife.




Signature of Notary Public