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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and Return to:

WJG John C. Compton, 116½ W. Mission St., Strawberry Point, IA 52076 563-933-4334

EASEMENT FOR WATERLINE

Re: Lot Three (3) of "Mescher's Subdivision", a subdivision of the East four-fifths (E 4/5) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Two (2), Township Ninety (90) North, Range Five (5), West of the Fifth Principal Meridian, Delaware County, Iowa, except the South four hundred fifty two (452) feet thereof, according to plat recorded in Book 6 Plats, Page 32.

THIS AGREEMENT, made and entered this 12th day of August, 2022 by and between Mescher Family, LLC, 20332 Faucet Road, Edgewood, Iowa 52042 (hereinafter referred to as Mescher) and Jordan R. Wegmann, 19034 E Mission Road, Strawberry Point, IA 52076 (hereinafter referred to as Wegmann) as follows:

1. Mescher owns the above-described property. Wegmann owns adjoining real estate described as follows:

Lot One (1) of "Mescher's Subdivision", a subdivision of the East four-fifths (E 4/5) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Two (2), Township Ninety (90) North, Range Five (5), West of the Fifth Principal Meridian, Delaware County, Iowa, except the South four hundred fifty two (452) feet thereof, according to plat recorded in Book 6 Plats, Page 32.

2. Mescher hereby grants an Easement to Wegmann to place, operate and maintain a waterline extending under and across (west to east) the northerly portion of Mescher's property. The line will be located north of the existing storage unit building. The Easement shall include the right to enter upon Mescher's property with equipment necessary to install the line, and an ongoing Easement to access the property for repairs, inspection, maintenance and operation of the waterline.
3. Wegmann shall be responsible for all costs associated with installation and placement of the waterline. Any damage or disruption to Mescher's property shall be promptly repaired/replaced by Wegmann including but not limited to re-seeding and grading as required. Any future repairs or maintenance of the line shall be the responsibility of Wegmann, and any future damage to Mescher's property will be promptly repaired/replaced by Wegmann.

2006-2018

2022-1972

4. Mescher warrants that it is the owner of the above property. This Waterline Easement shall not divest Mescher of any right, title or interest in or to its property. The waterline shall be placed in a location free from obstructions and Mescher agrees that no obstruction will be placed on the Easement area which would interfere with operation or maintenance of the waterline.
5. This Waterline Easement shall run with the land and shall bind the parties and their successors in interest.

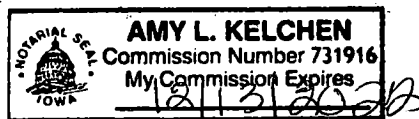
MESCHER FAMILY, LLC

By: Mescher Family, LLC
Randall Mescher, Manager

STATE OF IOWA, COUNTY OF Delaware, ss:

This instrument was acknowledged before me on Aug 11th, 2022 by Randall Mescher as Manager of Mescher Family, LLC.

Amy L. Kelchen
Notary Public, State of Iowa



Jordan R. Wegmann
Jordan R. Wegmann

STATE OF IOWA, COUNTY OF Delaware, ss:

This instrument was acknowledged before me on August 12, 2022 by Jordan R. Wegmann.

Kevin Elsbury
Notary Public, State of Iowa

