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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by/Return to: [Ⓢ] <i>CH</i> Jane E. Hanson	401 East Main Street	Manchester, Iowa 52057	(563) 927-5920
Individual's Name	Street Address	City	Phone

WELL AGREEMENT

This Agreement entered into this 21st day of February, 2024, by and between Wayne G. Turner and Connie M. Turner, husband and wife (hereinafter "First Parties") and Karen Palmersheim (hereinafter "Second Party").

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

A piece of land described as commencing at the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 31, Township 89 North, Range 4, West of the 5th P.M., running thence North eighteen and three-fourths (18 $\frac{3}{4}$) rods, thence East fifteen and three-fourths (15 $\frac{3}{4}$) rods, thence South eighteen and three-fourths (18 $\frac{3}{4}$) rods, thence West fifteen and three-fourths (15 $\frac{3}{4}$) rods to the place of beginning. All of the foregoing subject to highways and easements of record.

AND WHEREAS, Second Party owns the following described real estate located in Delaware County, Iowa:

That part of the North one-half (N $\frac{1}{2}$) of the Northwest fractional Quarter (NW $\frac{1}{4}$) of Section Six (6), Township Eighty Eight (88) North, Range Four (4), West of the Fifth Principal Meridian that lies North of U.S. Highway No. 520, except any roads included in said tract, but specifically including a parcel of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 6, T88N, R4W, of the 5th P.M., Delaware County, Iowa, as shown on Right of Way Plat attached to that patent from the State of Iowa of date September 14, 1979, and of record September 28, 1979, in Book 106, L.D., Page 212, Office of the Recorder of Delaware County, Iowa, said parcel being described as follows: Beginning at a point 35.8 ft. south of the N $\frac{1}{4}$ corner of said Sec. 6, said point being the point of intersection of a line 33.0 ft. normally distant southerly from and parallel to the centerline of the Secondary Road, with the east line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence south 89.7 ft. along said east line to the point of intersection with a line 160 ft. normally distant northerly from and parallel

to the center line of Primary Road No. 520; thence S85°56'W 185.3 ft. along said northerly line; thence N4°04'W 101.6 ft. to a point on said southerly line of the Secondary Road; thence N89°34'E 192.1 ft. along said southerly to the Point of Beginning; containing 0.4 acres more or less. NOTE: The east line of the NE 1/4 NW 1/4 of said Sec. 6 is assumed to bear North and South.

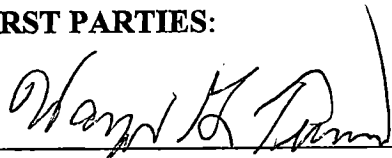
AND WHEREAS, the parties wish to enter into an Agreement to establish their rights and obligations with regard to the well.

IT IS THEREFORE AGREED AS FOLLOWS:

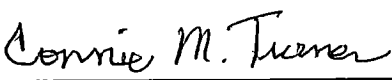
1. Second Party, and any tenant of Second Party, shall have the right to obtain water from the well and pump owned by First Parties for agricultural purposes. Said well and pump shall be used in conjunction with the First Parties or any tenant of the First Parties.
2. Second Party shall be required to pay the cost of any and all repairs or replacements of the water line that runs from the well and pump to the real estate owned by Second Party. In addition, Second Party is 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, pump and shut off switch as needed to inspect, maintain and repair the same. Second Party 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 cost shall be paid 2/3 by First Parties and 1/3 by Second Party. In addition, Second Party shall be required to pay 1/3 of the cost of electricity to run the pump, to be paid monthly to First Parties, provided however, that the amount to be paid by Second Party for said electrical expense shall not be less than \$10.00 per month.
4. 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 21st day of February, 2024.

FIRST PARTIES:



Wayne G. Turner



Connie M. Turner

SECOND PARTY:



Karen Palmersheim

STATE OF IOWA, COUNTY OF Delaware, ss:

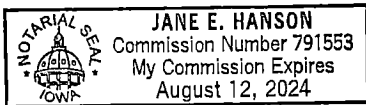
On this 21st day of February, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Wayne G. Turner and Connie M. Turner, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Megan Werner
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Delaware, ss:

On this 26th day of ~~March~~ ^{February}, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Karen Palmersheim, a single person, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



Jane E. Hanson
Notary Public in and for the State of Iowa