



Book 2024 Page 1645

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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

SHARED WELL, ACCESS AND BUILDING MAINTENANCE EASEMENT AND AGREEMENT

This Agreement entered into this 12th day of July, 2024, by and between Joyce M. Schlueter (hereinafter “Schlueter”) and Justin M. Wenger and Paige Wenger (hereinafter “Wengers”)

WHEREAS, Schlueter owns the following described real estate located in Delaware County, Iowa:

Parcel 2024-19, Part of the SE1/4 - SE1/4, Sec. 8, T87N, R6W of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 2024, Page 815.

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

Parcel 2024-20, Part of the SE1/4 - SE1/4, Sec. 8, T87N, R6W of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 2024, Page 815.

AND WHEREAS, there is a waterline and well easement. Said well and a portion of Wengers’ waterline is located on Schlueter’s real estate. The approximate location of the well is five (5) feet southwest of the dwelling located on Schlueter’s real estate.

AND WHEREAS, there is a thirty (30) foot wide ingress and egress easement shown on the Plat of Survey recorded as Book 2024, Page 815 and attached hereto as Exhibit A. Said driveway provides access to and from a County Road for Schlueter’s real estate and for Wengers’ real estate.

AND WHEREAS, there is a fifteen (15) feet wide access and building maintenance easement for a building on Wengers’ real estate that runs over and across Schlueter’s real estate shown on the Plat of Survey recorded as Book 2024, Page 815 and attached hereto as Exhibit A. Said easement allows for Wengers’ use of Schlueter’s real estate for necessary repairs to Wenger’s building.

AND WHEREAS, the Parties wish to enter into an Agreement to establish their rights and obligations with regard to the well, pump, waterlines that will provide water to the above-described real estate.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be gained by the Parties they agree as follows:

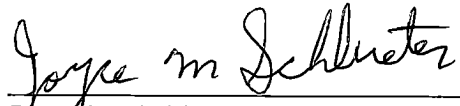
1. Wengers are hereby granted the right to obtain water from the well and pump owned by Schlueter. Said well and pump shall be used in conjunction with Schlueter or any tenant of Schlueter.
2. Wengers shall be required to pay the cost of any and all repairs or replacements of the water line that runs from the well and pump to the real estate owned by Wengers. In addition, Wengers are hereby granted an Easement over and across that portion of the real estate owned by Schlueter in order to provide access to the water line, well, pump and shut off switch as needed to inspect, maintain and repair the same. Wengers 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, pump and pressure tank, the cost shall be paid one-half (1/2) by Wengers and one-half (1/2) by Schlueter. In addition, Wengers shall be required to pay one hundred percent (100%) of the cost of electricity to run the pump.
4. The Parties agree that both Parties, their agents and invitees, and all persons with lawful authority may use the aforementioned driveway to access Schlueter's real estate and to access Wengers' real estate.
5. Each Party agrees to use said driveway in such a manner as to not restrict the usage by the other party. The Parties agree not to park vehicles, machinery, implements or other items of personal property on the driveway area, and to provide free access for both parties. No buildings or other permanent structures shall be placed on or across the driveway.
6. The Parties agree that any future maintenance, repairs and/or snow removal for said driveway shall be provided by Wengers.
7. Schlueter hereby grants Wengers, their agents and invitees, and all persons with lawful authority are hereby granted an Easement over and across that portion of the real estate owned by Schlueter in order to maintain and repair their building. Wengers shall be obligated to return to its natural condition any soil or earth disturbed by repairs or maintenance of the building.
8. Both Parties agree to use said building maintenance easement in such a manner as to not restrict the usage by the other party. The Parties agree not to park vehicles,

machinery, implements or other items of personal property on the building maintenance easement area, and to provide free access for both parties.

9. This Easement and Agreement shall be binding upon the Parties hereto, their heirs, successors and assigns and shall be considered an Easement that runs with the land.

Dated this 12th day of July, 2024.

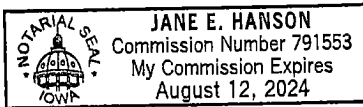
Schlueter:

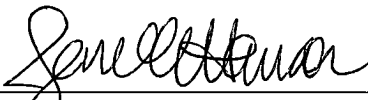


Joyce M. Schlueter

STATE OF IOWA, COUNTY OF DELAWARE, ss:

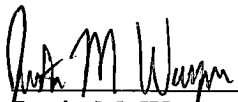
On this 12th day of July, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Joyce M. Schlueter, a single person, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.





Notary Public in and for the State of Iowa

Wengers:



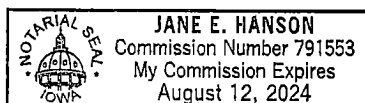
Justin M. Wenger

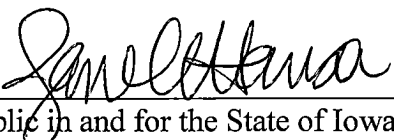


Paige Wenger

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 12th day of July, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Justin M. Wenger and Paige Wenger, 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.





Notary Public in and for the State of Iowa

NW CORNER SE 1/4 - SE 1/4
 SEC. 8, T87N, R6W
 SET 1/2" REBAR W/ORANGE CAP #17939

PARCEL 2024-19, PART OF THE SE 1/4 - SE 1/4
 PARCEL 2024-20, PART OF THE SE 1/4 - SE 1/4
 ALL IN SEC. 8, T87N, R6W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA

E 1/4 CORNER
 SEC. 8, T87N, R6W
 FOUND 1/2" REBAR W/ORANGE CAP #8419
 BOOK 2006, PAGE 3883

730.22' 2092.00'

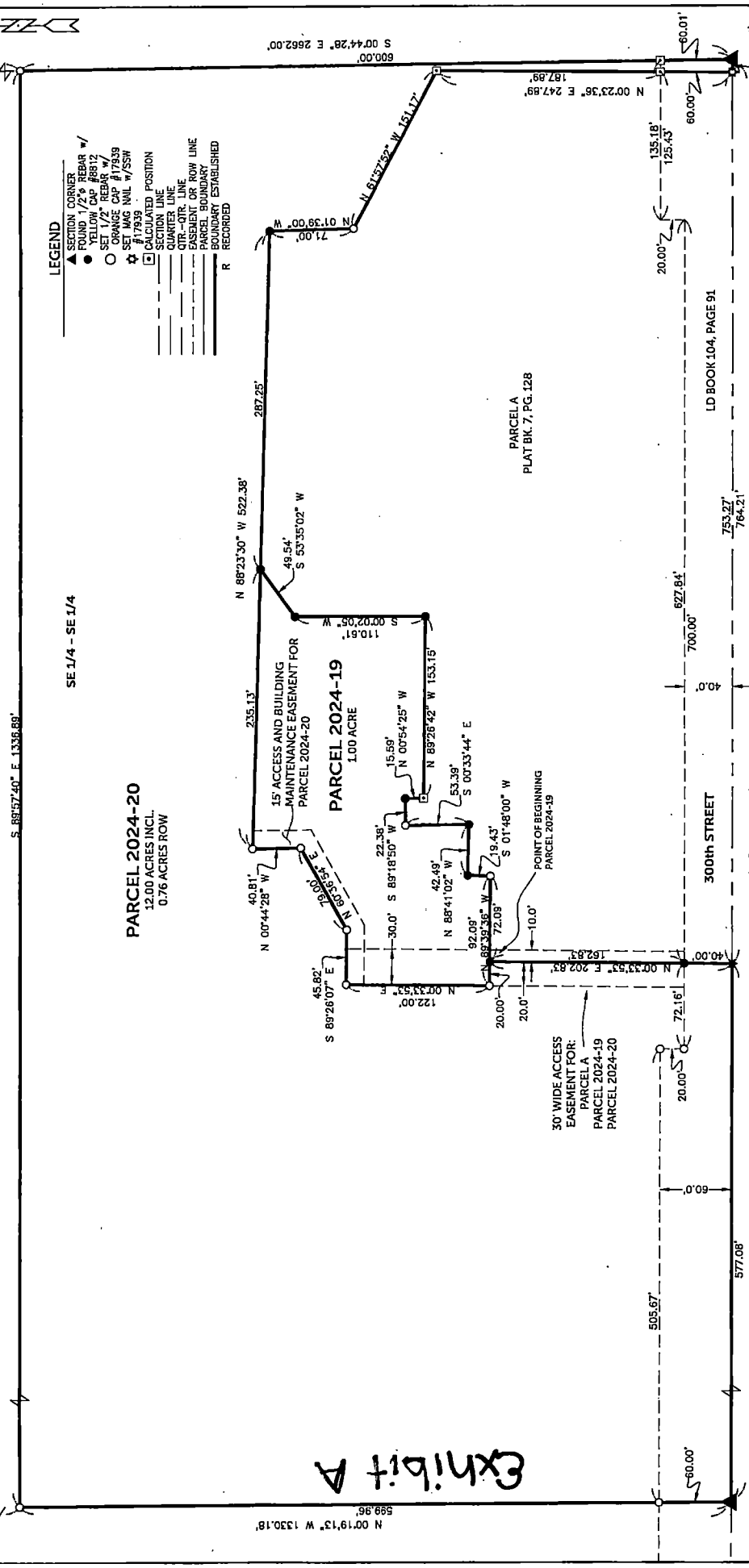
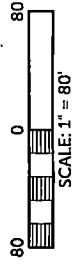


Exhibit A

SW CORNER SE 1/4 - SE 1/4
 SEC. 8, T87N, R6W
 SET MAGNAIL W/STEEL CAP #17939
 POINT OF BEGINNING
 PARCEL 2024-20

N 89°57'40" W 1341.28'
 (ASSUMED BEARING)

SE CORNER SEC. 8, T87N, R6W
 FOUND MAGNAIL W/MASHER
 BOOK 2018, PAGE 2975



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