



Book 2024 Page 2446

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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
<b>Individual's Name</b>	<b>Street Address</b>	<b>City</b>	<b>Phone</b>

### SHARED ROAD AND WELL EASEMENT AND AGREEMENT

This Agreement entered into this 30<sup>th</sup> day of September, 2024, by and between Brian J. Graybill, a single person, (hereinafter “Brian”) and Kevin J. Graybill and Ronda Graybill, husband and wife, (hereinafter “Kevin”).

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

Parcel 2024-56, Part of Parcel N in the SW1/4 - SW1/4, Section 33, T89N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2024, Page 1576

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

Parcel 2024-55, Part of Parcel N in the SW1/4 - SW1/4, Section 33, T89N, R5W of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 2024, Page 1576 AND Parcel M, Part of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼), Section Thirty-three (33), Township Eighty-Nine North (T89N) , Range Five West (R5W) of the Fifth Principal Meridian.

**AND WHEREAS**, there is a sixty-six (66.0) foot wide access and utility easement shown on the Plat of Survey filed July 8, 2024 in Book 2024, Page 1576 and attached hereto as Exhibit A. Said access easement provides a means of ingress and egress over and across Kevin’s real estate to Brian and Kevin’s real estate. Furthermore, there is a pump, pressure tank, pressure switch and waterlines located on Brian’s real estate which provides water to Brian’s real estate and can provide water to Kevin’s real estate. Said well, and a portion of Kevin’s waterline, is located on Brian’s real estate.

**AND WHEREAS**, the Parties wish to enter into an Agreement to establish their rights and obligations with regard to the well, pump, pressure tank, pressure switch, waterlines, and to the roadway that will provide water and access 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. Kevin shall have the right to obtain water from the well, pump, pressure tank, and pressure switch owned by Brian. Said well, pump, pressure tank, and pressure switch shall be used in conjunction with Brian or any tenant of Brian. Kevin is not currently obtaining water from the well and pump owned by Brian.
2. If at any time Kevin desires to use the well, pump, pressure tank, and/or pressure switch owned by Brian to obtain water, Kevin shall be required to pay the cost of any and all repairs or replacements of the water line that runs from the well to the real estate owned by Kevin. In addition, Kevin is hereby granted an Easement over and across that portion of the real estate owned by Brian in order to provide access to the water line, well, pump, pressure tank, and pressure switch as needed to inspect, maintain and repair the same. Kevin 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. At the time Kevin begins to use the well, pump, pressure tank, and/or pressure switch to obtain water, Brian and Kevin agree that for any and all future inspections, repairs, replacements, and/or maintenance of the well, pump, pressure tank, and/or pressure switch, the cost shall be paid one-half by Kevin and one-half by Brian. In addition, Kevin shall be required to pay \$100.00 per year to Brian which shall be due no later than January 31<sup>st</sup> of each and every calendar year for the cost of electricity to run the pump.
4. The Brian and Kevin agree that both Parties, their agents and invitees, and all persons with lawful authority may use the aforementioned road to access Kevin's real estate and to access Brian's real estate.
5. Each Party agrees to use said road in such a manner so 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 roadway area, and to provide free access for both parties. No buildings or other permanent structures shall be placed on or across the roadway.
6. Brian and Kevin agree that the terms of this Easement and Agreement shall supersede any prior road agreements including the Road Agreement filed May 1, 1992 in Book 3, Misc., Page 58.
7. The Parties agree that any future maintenance or repairs for said roadway shall be paid one-half by each Party. If at any time a third party owns a portion of Kevin's real estate and uses the roadway, any future maintenance or repairs for said roadway shall be paid one-third by each Party.

8. 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.

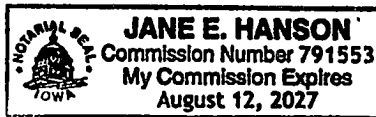
Dated this 30<sup>th</sup> day of September, 2024.

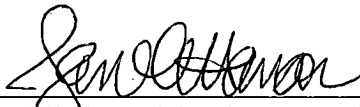
**BRIAN:**

  
\_\_\_\_\_  
Brian J. Graybill


**STATE OF IOWA, COUNTY OF DELAWARE, ss:**

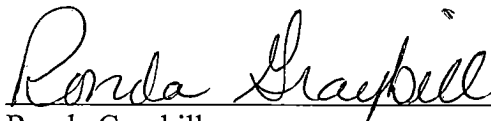
On this 30<sup>th</sup> day of September, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian J. Graybill, a single person, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



  
\_\_\_\_\_  
Notary Public in and for the State of Iowa

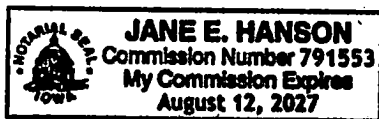
**KEVIN:**

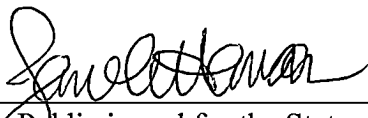
  
\_\_\_\_\_  
Kevin J. Graybill

  
\_\_\_\_\_  
Ronda Graybill

**STATE OF IOWA, COUNTY OF DELAWARE, ss:**

On this 30<sup>th</sup> day of September, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin J. Graybill and Ronda Graybill, 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.



  
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Notary Public in and for the State of Iowa