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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By and Return to: Thomas J. Hanson, 401 E Main Street, Manchester, Iowa 52057 (563) 927-5920
Grantor: Randy Shover and Mary Jo Shover Grantee: Phillip A. Neuhaus

WELL EASEMENT AGREEMENT

This Agreement made and entered into this 23rd day of March, 2012 by and between Randy Shover and Mary Jo Shover, husband and wife (hereinafter Shover) and Phillip A. Neuhaus (hereinafter Neuhaus).

WHEREAS, Shover has sold to Neuhaus and Neuhaus has purchased from Shover the following described real estate located in Delaware County, Iowa:

Lot One (1) of Windy Hollow Second Addition Part Of The SE 1/4, Sec. 4, T88N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2008, Page 3749.

AND WHEREAS, there is a well located on the above described real estate that provides water for Lots 24, 25, 26, 27, 28, 29 and 30 of Windy Hollow, a subdivision of part of the NEfr¼ and part of the SE ¼ of Section 4, T88N, R5W Delaware County, Iowa according to plat recorded in Book 2000, Page 1238.

AND WHEREAS, the parties wish to enter into an agreement regarding the future usage of said well.

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

1. That the well in question is located on the above described Lot 1 of Windy Hollow Second Addition and is south and east of the southeast corner of Lot 30 of Windy Hollow Subdivision described above. There are also pipelines located on the above described Lot 1 of Windy Hollow Second Addition that

run from the well to Lots 24 through 30 of Windy Hollow Subdivision. Neuhaus, for and on behalf of themselves, their heirs, successors and assigns hereby grant onto all current and future owners of Lots 24 through 30 of Windy Hollow Subdivision the right to obtain water from said well and to use the pipelines currently in existence to obtain water from said well. That further, Neuhaus for and on behalf of himself, his heirs, successors and assigns hereby grant onto the owners of said Lots 24 through 30 of Windy Hollow Subdivision the right to enter on to the above described Lot 1 of Windy Hollow Second Addition for the purpose of inspecting, repairing, maintaining and if necessary, replacing said well and waterlines, provided however, that the soil and surrounding area for the well and waterlines shall be repaired following any such inspection, repair, maintenance, or replacement and shall be returned, as near as possible, to its previously existing condition.

2. Neuhaus shall be allowed to use water from said existing well for the purpose of providing water, for residential usage only for two residences to be placed on the said Lot 1 of Windy Hollow Second Addition. Provided however, that the costs of any waterlines needed to run water from the existing well to any such residence shall be paid solely by Neuhaus. At such time as Neuhaus begins to use water from said existing well for either such residence, he shall be responsible for a proportionate share for each said residence of the cost of maintain said well to be paid in conjunction with the owners of Lots 24 through 30 of Windy Hollow Subdivision. This right to obtain water from the existing well and the obligation to pay a proportionate share of the cost of maintaining said well shall be an obligation and benefit of Neuhaus, his heirs, successors and assigns.

3. Neuhaus, on behalf of himself, his heirs, successors and assigns, agree that no permanent structure shall be placed across the existing waterline running from said existing well to Lots 24 through 30 of Windy Hollow Subdivision and nothing shall be done which will interfere with the usage of said well and waterlines by the owners of the said Lots 24 through 30 of Windy Hollow Subdivision.

4. In the future, in the event that Neuhaus wishes to add more than two residence to the well, or if he wishes to take over sole ownership of the well then Neuhaus at his sole expense, and with the consent of Shover has the option of drilling a new well in a mutually agreeable location so as to provide water service to Lots 24 through 30 of Windy Hollow Subdivision. In such event

Neuhaus shall be responsible for all cost associated with replacing said well and water lines and hooking said system onto the current existing system for Lots 24 through 30.

5. The provisions of this Agreement shall be binding upon the parties hereto, their heirs, successors and assigns, and shall be in an agreement that runs with the land.

Randy Shover

Mary Jo Shover

Phillip A. Neuhaus

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 21st day of March, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared, Randy Shover and Mary Jo Shover, 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.

NOTARIAL SEAL IOWA
THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2013

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 21 day of March, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared, Phillip A. Neuhaus, 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

NOTARIAL SEAL IOWA
THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2013