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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer Information Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name Street Address City Phone
Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE FOR RECORDER

WELL AGREEMENT

This Agreement entered into this 13 day of November, 2013, by and between Richard J. Foust and Dianne K. Foust, husband and wife (hereinafter First Parties) Kenneth A. Burns and Janet K. Burns, husband and wife (hereinafter Second Parties).

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

Parcel No. 1

Lot Three (3) of "Homeworks Subdivision" being a subdivision of Parcel J in Section 33, Township 89 North, Range 5 West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa, according to plat recorded in Book 1999, Page 232.

Parcel No. 2

Lot Four (4) of "Homeworks Subdivision" being a subdivision of Parcel J in Section 33, Township 89 North, Range 5 West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa, according to plat recorded in Book 1999, Page 232.

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

See attached legal description (page 4)

AND WHEREAS, There is a well located on Parcel No. 2 which provides water for all three parcels of real estate referred to herein.

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

IT IS THEREFORE AGREED AS FOLLOWS:

1. Second Parties shall have the right to obtain water from the well and pump located in Parcel No. 2 described above. Said well and pump shall be used in conjunction with First Parties, any tenant of First Parties and any heirs, successors in interests or assigns of First Parties.

2. The owners of Parcels No. 1 and 2 and any tenants of said owners and any heirs, successors in interest, or assigns shall have the right to obtain water from the well and pump located on Parcel No. 2. Said well and pump shall be used in conjunction with Second Parties, any tenant of Second Parties and any heirs, successors in interest or assigns of Second Parties.

3. The owners of Parcel No. 1 and Second Parties shall be required to pay the costs of any and all repairs or replacements of water lines that run from the well and pump to real estate owned by Second Parties or to Parcel No. 1. In addition, Second Parties and the owners of Parcel No. 1 are hereby granted an easement over and across that portion of Parcel No. 2 in order to provide access to the waterline, well and pump as needed to inspect, maintain and repair the same. Second Parties and the owners of Parcel No. 1 shall be obligated to return to its natural condition any soil or earth disturbed by any inspection, repair, replacement or maintenance of waterlines.

4. The Parties agree that for any and all future inspection, repairs, replacements and/or maintenance of the well and pump, the costs shall be paid as follows: one-third by the owner of Parcel No. 1, one-third by the owner of Parcel No. 2 and one-third by Second Parties. In addition, the cost of electricity to run the pump, shall be paid as follows: one-third by the owner of Parcel No. 1, one-third by the owner of Parcel No. 2 and one-third by Second Parties. Said costs of electricity shall be paid on monthly basis to the owner of Parcel No. 2, provided however, that the amount to be paid for each month for each of the three parcels shall not be less than $5.00 per month.

5. 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 13 day of November, 2013.

Richard J. Foust
Richard J. Foust

Kenneth A. Burns
Kenneth A. Burns

Dianne K. Foust
Dianne K. Foust

Janet K. Burns
Janet K. Burns

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This record was acknowledged before me on this 13TH day of NOVEMBER, 2013 by Richard J. Foust and Dianne K. Foust, husband and wife.

K. L. H.
Notary Public in and for the State of Iowa

Kevin L. Hoefer
COMMISSION NUMBER 180732
My Commission Expires
8-15-16

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This record was acknowledged before me on this 13TH day of NOVEMBER, 2013 by Kenneth A. Burns and Janet K. Burns, husband and wife.

K. L. H.
Notary Public in and for the State of Iowa

Kevin L. Hoefer
COMMISSION NUMBER 180732
My Commission Expires
8-15-16

Legal Description – Second Parties (Kenneth A. Burns and Janet K. Burns)

East two hundred (200) feet of that part of the Northeast Quarter of the Northwest Quarter of Section Thirty Three (33), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M. lying North of the Illinois Central Railroad right-of-way; and commencing at a point two hundred (200) feet West of the intersection of the East line of said Northeast Quarter of Northwest Quarter with the North line of said Railroad right-of-way, thence North one hundred forty four (144) feet, thence Southwesterly to a point on the North line of said Railroad right-of-way one hundred eighty five (185) feet West of the point of beginning, thence East to point of beginning, except Parcel "J" of the Plat of Survey of part of the East 200 feet of that part of the Northeast Quarter of the Northwest Quarter of Section Thirty Three (33), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M. lying North of the Illinois Central Railroad right-of-way in Delaware County, Iowa, recorded in Book 7 Plats, Page 184 of the records of the Delaware County Recorder subject to easements of record.