Recorded: 6/9/2014 at 3:39:47.0 PM
Fee Amount: $17.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2014 PG: 1339

Preparer
Information & Return to: 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 6th day of June, 2014, by and between Daniel J. Hoeger and Donna S. Hoeger, husband and wife (hereinafter First Parties) and Ben Steffen (hereinafter Second Party).

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

> The South one-half (S½) of the Southeast Quarter (SE¼) of Section Five (5), Township Eighty Eight (88) North, Range Three (3), West of the Fifth P.M., except that part described as commencing fifty (50) rods North of the Southwest corner of the Southeast Quarter (SE¼) of said Section Five (5), and running thence East thirteen (13) rods, thence South nineteen (19) rods, thence in a straight line to the Southwest corner of the Southeast Quarter (SE¼) of said Section Five (5), thence North fifty (50) rods to the point of beginning, Delaware County, Iowa; EXCEPT Parcel 2014-17 part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE ¼) of Section 5, Township 88 North, Range 5, West of the 5th P.M. in Delaware County, Iowa according to plat recorded in Book 2014, Page 865.

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

> Parcel 2014-17 part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE ¼) of Section 5, Township 88 North, Range 5, West of the 5th P.M. in Delaware County, Iowa according to plat recorded in Book 2014, Page 865.

**AND WHEREAS**, There is a well located on the real estate owned by Second Party which will serve the real estate owned by First Parties.

**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. First parties, their heirs, successors and assigns shall have the right to obtain water from said well and pump from the well and pump located on real estate owned by Second Party. Said well and pump shall be used in conjunction with Second Party, his heirs, successors and assigns.

2. First parties shall be required to pay the costs of any and all repairs and/or replacement of the waterline that runs from the well and pump to the real estate owned by First Parties. In addition, first parties are hereby granted an easement over and across that portion of the real estate owned by Second Party in order to provide access to the waterline, well and pump, as needed to inspect, maintain and repair the waterline, well and pump. First parties shall be obligated to return to its natural condition any soil or earth disturbed by inspection, repair, replacement or maintenance of the waterline.

3. The parties agree that Second Party, his heirs, successors and assigns shall be obligated to pay the costs of any and all future inspection, repairs, replacements and/or maintenance of the well and pump. In addition, Second Party, his heirs, successors and assigns, shall pay all costs of electricity to run the pump to pump water from the well. Commencing June of 2014 First Parties, their heirs, successors and assigns shall pay to Second Party (or Second Party's successor in interest) the sum of $40.00 per month for the right to use water from said well and pump.

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 6 day of June, 2014.

Daniel J. Hoeger
Daniel J. Hoeger

Ben Steffen
Ben Steffen

Donna S. Hoeger
Donna S. Hoeger

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

On this 6th day of June, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel J. Hoeger and Donna S. Hoeger, 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.

LINDA A. BESSEY
Commission Number 116034
My Commission Expires
6-19-17

Notary Public in and for the State of Iowa

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

On this 6th day of June, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Ben Steffen, 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

LINDA A. BESSEY
Commission Number 116034
My Commission Expires
6-19-17