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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

CALL 927-4636

Prepared by: JoEllen Holtorf, 18939 171st Avenue, Manchester, IA 52057 563-927-4636

& RETURN TO

WELL AGREEMENT

This contract and agreement made and entered into this 30 day of March, 2015, by and between JoEllen Holtorf and Ted Bohnenkamp (First Parties), and Sandra Jill Miller (Second Party).

WHEREAS, First Parties are owners of the following real estate located in Delaware County, Iowa:

Arnold's Subdivision in N1/2 NW Lot 5 and proposed street between Lot 5 & 6, Section 20, Township 89 North, Range 5 West of the fifth principal meridian in Delaware County, Iowa @ 17158 191st Street

and WHEREAS, Second Party is owner of a lot located in Delaware County, Iowa:

Arnold's Subdivision in N1/2 NW Lot 7 & wly.12' Lot 8, Section 20, Township 89 North, Range 5 West of the fifth principal meridian in Delaware County, Iowa @ 17206 191st Street

and WHEREAS there is a well located on Lot #5 owned by the First Parties which supplies water to Lot #7 as described above and the parties wish to enter into an Agreement regarding said well.

NOW THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be gained by the parties, and in consideration of One dollar ($1.00) and other valuable consideration, the parties agree as follows:

1. First Parties are sole owners of the well located on the above described Lot #5, which said well shall be used by the above parties, their heirs, successors and assigns, so as to provide water for domestic use for each of the above lots.

2. First Parties grant unto Second Party an easement over and across that portion of Lot #5 as is necessary to run water lines from the well to the Second Parties residence located on the above described Lot 7. First Parties further grant unto Second Party an easement for ingress and egress to inspect and maintain said water line and to make repairs as are necessary. In the event that connection and/or repair of a water line requires digging on Lot #5, Second Party shall return the premises to the condition that it was prior to making connection and/or repairs and/or replacements.

3. The cost of repairs, maintenance or replacement of water lines shall be paid by the Parties being served by said water lines.

4. Until such time as there is water usage by Second Party for Lot 7 the electricity cost to operate the pump shall be paid by First Parties. A separate electrical meter will be installed for the pump at the First Parties expense. When Second Party begins water usage from the well, Second Party will pay the First Party $10.00 each month per individual per residence for the use of electricity to run the well pump. The $10.00 is due and payable on the first day of each month. If the property is rental property, the property owner is responsible for collecting and paying the monthly usage amount.

5. If a major well pump repair and/or replacement is required, all parties will equally share the cost.

6. All parties agree to not use the well to water lawns, fill hot tubs,or large swimming pools.

7. In the event another party should connect to the well, this well agreement shall be amended and signatures required from all involved parties.

This Agreement and all provisions hereto shall be binding upon the heirs, successors, grantees and assigns of the parties hereto and shall continue until such time as this Agreement is mutually rescinded by the parties. This constitutes a covenant running with the land.

JoEllen Holtorf (First Party)

Ted Bohnenkamp (First Party)

(Second Party) SANDRA JILL MILLER

INDIVIDUAL NOTARY

STATE OF Iowa, COUNTY OF Delaware

The instrument was acknowledged before me on March 26, 2015, by Sandra Jill Miller.

Iowa Notarial Seal
CHRISTY SAYLOR
Clerk of District Court-Designee

- photo Id

Christy Saylor, Notary Public

STATE OF Iowa, COUNTY OF Delaware

The instrument was acknowledged before me on March 30, 2015, by Joellen Holtorf and Ted Bohnenkamp.

PEGGY A. HILDEBRAND
Commission Number 707482
My Commission Expires
12-20-2015

Peggy Hildebrand, Notary Public

CORPORATE NOTARY

STATE OF _____, COUNTY OF _____

The instrument was acknowledged before me on _____,
by _____
as _____
of _____.

_____, Notary Public

STATE OF _____, COUNTY OF _____

The instrument was acknowledged before me on _____,
by _____
as _____
of _____.

_____, Notary Public