Russell Helle
3353 172nd St.
Lamont IA
50648

Book 2015 Page 1906
Document 2015 1906 Type 06 006 Pages 3
Date 7/20/2015 Time 9:12:12AM
Rec Amt $17.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and return to: Steven E. Carr, Attorney, Box 333, Manchester, Iowa 52057 (563) 927-4164

WELL AGREEMENT

Donald F. Helle and Ardella M. Helle, husband and wife are contract sellers and Kenneth J. Helle and Rita M. Helle, husband and wife are contract purchasers (collectively "first party") of the following described real estate:

Lot 1 of HELLE HOMESTEAD a Subdivision in the NW1/4 NW1/4, NE1/4 NW1/4 and the NW1/4 NE1/4 all in Section 11 T89N R3W of the 5th P.M. Delaware County, Iowa according to plat recorded in Book 2014, Page 3082.

Kenneth J. Helle and Rita M. Helle, husband and wife ("second party") are owners of the following described real estate:

Lot 2 of HELLE HOMESTEAD a Subdivision in the NW1/4 NW1/4, NE1/4 NW1/4 and the NW1/4 NE1/4 all in Section 11 T89N R3W of the 5th P.M. Delaware County, Iowa according to plat recorded in Book 2014, Page 3082.

Kenneth J. Helle and Rita M. Helle, husband and wife ("third party") are owners of the following described real estate:

Lot 3 of HELLE HOMESTEAD a Subdivision in the NW1/4 NW1/4, NE1/4 NW1/4 and the NW1/4 NE1/4 all in Section 11 T89N R3W of the 5th P.M. Delaware County, Iowa according to plat recorded in Book 2014, Page 3082.

In consideration of their mutual promises and performances herein the parties agree as follows:

1. A well is located on the above described real estate owned by second party.

2. All three of the above described properties are to be served by the same well pursuant to this agreement.

3. Any repairs or replacement of the well located on the property of second party shall be shared equally by all parties.

4. Second party and first party shall split repairs or replacement of the existing pressure tank on Lot 2. Third party will install a separate pressure tank on Lot 3 and shall be responsible for all present and future costs of same.

5. It is understood that each party will be solely responsible for any repair, maintenance or replacement of respective water lines running to the well.

6. Second party grants to first party and third party an easement to the well for inspection, maintenance, repair or replacement.

6. Electrical costs will be separated and each party shall be responsible for their respective share.

7. The parties understand and agree that there is no warranty expressed or implied as to the quality of the water produced or supplied.

9. Nothing herein should be construed or prohibit first party and third party from building an independent well which would remove the building party from any further obligation herein.

10. This agreement shall be perpetual and shall be binding upon the heirs, successors and assigns of the parties hereto.

Dated this 17th day of July, 2015.

Donald F. Helle

Donald F. Helle

Ardella M. Helle

Ardella M. Helle

Kenneth J. Helle

Kenneth J. Helle

Rita M. Helle

Rita M. Helle

STATE OF IOWA, COUNTY OF DELAWARE, ss.

This instrument was acknowledged before me on this 17th day of July, 2015 by Donald F. Helle and Ardella M. Helle.

Jennifer L. Burlage

Notary Public in and for the State of Iowa.

NOTARIAL SEAL IOWA

Jennifer L. Burlage
Commission Number 747775
My Commission Expires
July 09, 2016

STATE OF IOWA, COUNTY OF DELAWARE, ss.

This instrument was acknowledged before me on this 17th day of July, 2015 by Kenneth J. Helle and Rita M. Helle.

Jennifer L. Burlage

Notary Public in and for the State of Iowa.

NOTARIAL SEAL IOWA

Jennifer L. Burlage
Commission Number 747775
My Commission Expires
July 09, 2016