Book 2015 Page 3005
Document 2015 3005 Type 06 006 Pages 2
Date 11/03/2015 Time 2:28:29PM
Rec Amt $12.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By and Return to: Steven E. Carr, PO Box 333, Manchester, Iowa 52057 (563) 927-4164
Grantors: Michael J. Gudenkauf
Mary Lou Gudenkauf
Grantees: Michael J. Gudenkauf
Mary Lou Gudenkauf

WELL AGREEMENT

Michael J. Gudenkauf and Mary Lou Gudenkauf, husband and wife, hereinafter Grantor are the owners of property legally described as follows:

> Parcel 2015-94; in the Southwest Quarter of the Northeast Quarter Section 32, Township 89 North, Range 6 West of the 5th P.M., Delaware County, Iowa according to plat recorded in Book 2015, Page 2562.

Michael J. Gudenkauf and Mary Lou Gudenkauf, husband and wife, hereinafter Grantee are the owners of property legally described as follows:

> Parcel 2015-93; in the Southwest Quarter of the Northeast Quarter Section 32, Township 89 North, Range 6 West of the 5th P.M., Delaware County, Iowa according to plat recorded in Book 2015, Page 2562.

1. That a well is located on Parcel 2015-94.

2. Said well serves both Parcel 2015-94 and Parcel 2015-93.

3. This writing is to ensure that the well continues to be used as a mutual well by the owners of the two properties should there be a change in ownership of either property.

4. Any repairs or replacement of the well including the pressure tank shared by both parties shall be shared equally by the parties.

5. Each party will be solely responsible for any repair, maintenance or replacement of each respective water line running to the well.

6. The parties hereto grant mutual access to the well and pump for maintenance as needed.

7. No commercial or substantial agricultural water use is allowed without prior approval of the party.

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

9. Grantee shall pay Grantor a reasonable sum per month or year as agreed between the parties which can be adjusted as needed.

10. Nothing herein shall prohibit Grantee from building an independent well which would terminate this agreement.

Therefore, the undersigned agree for good and valuable consideration receipt of which is hereby acknowledged that this agreement is effective and shall be perpetual and shall be binding upon all heirs, successors and assigns of both parties.

Dated this 2nd day of ~~October~~ November, 2015.

Grantor:

Michael J. Gudenkauf

Mary Lou Gudenkauf

Grantee:

Michael J. Gudenkauf

Mary Lou Gudenkauf

STATE OF IOWA)
) SS
DELAWARE COUNTY)

This instrument was acknowledged before me on this 2nd day of November, 2015 by Michael J. Gudenkauf and Mary Lou Gudenkauf.

STEVEN E. CARR
Commission Number 713328
My Commission Expires
October 30, 2016

Notary Public in and for State of Iowa