Book 2015 Page 3163
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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and return to: Steve E. Carr, Attorney, Box 333, Manchester, Iowa 52057 (563) 927-4164
Grantors: Bobbie D. Snyder Estate
Grantees: Glenn C. Harris, Robert P. Jared
James D. Jared, Peggy S. Hempstead
John P. Jared, Shelli R. Meyer

WELL AGREEMENT

Glenn C. Harris, a single person, Robert P. Jared and Mara Topko-Jared, husband and wife, James D. Jared and Kelly Jared, husband and wife, Peggy S. Hempstead and Richard Hempstead, wife and husband, John P. Jared and Deb Jared, husband and wife, and Shelli R. Meyer and John Meyer, wife and husband, (hereinafter "First Party") and Bobbie D. Snyder, a single person (deceased), (hereinafter "Second Party"), in consideration of their mutual promises and performances herein agree as follows:

1. First Party owns the following described real estate:

   Lot Two (2) of Snyder's Dam Site View Subdivision, a subdivision of part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Nineteen (19), Township Eighty-Nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian together with access easement across the Northwesterly Twelve (12) feet of Lot (1) of said subdivision.

2. Second Party owns the following described real estate:

   Lot Two (1) of Snyder's Dam Site View Subdivision, a subdivision of part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Nineteen (19), Township Eighty-Nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian.

3. A well is located on the above described real estate owned by Second Party.

4. Both of the above described properties are to be served by the same well pursuant to this agreement.

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

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

7. Second Party grants to First Party an easement to the well for inspection, maintenance, repair or replacement.

8. First Party shall pay to Second Party a reasonable sum per month for electricity for the pumping of water to First Party.

9. Water use is restricted to reasonable residential purposes and no commercial or agricultural water use is allowed without prior approval of the other party.

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

11. Nothing herein should be construed or prohibit First Party from building an independent well which would remove First Party from any further obligation herein.

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

Dated this 3rd day of ~~October~~ November, 2015.

Glenn C. Harris

Robert P. Jared

Mara Topko-Jared

James D. Jared

Kelly Jared

Peggy S. Hemptsead

Richard Hempstead

John P. Jared

Deb Jared

Shelli R. Meyer

John Meyer

Robert P. Jared as Executor of the Bobbie Snyder Estate

STATE OF IOWA)
) SS
DELAWARE COUNTY)

This instrument was acknowledged before me on this 11th day of ~~October~~ November, 2015 by Glenn C. Harris.

CINDY J. CANNON
Commission Number 724988
My Commission Expires
October 13, 2018

Notary Public in and for State of Iowa

STATE OF IOWA)
) SS
~~DELAWARE~~ Scott COUNTY)

This instrument was acknowledged before me on this 3rd day of ~~October~~ November, 2015 by Robert P. Jared and Mara Topko-Jared.

Notary Public in and for State of Iowa

STATE OF IOWA)
) SS
DELAWARE COUNTY)

THERESA THOMPSON
Commission Number 742660
My Commission Expires
September 6, 2018

This instrument was acknowledged before me on this 12th day of ~~October~~ November, 2015 by James D. Jared and Kelly Jared.

CINDY J. CANNON
Commission Number 724988
My Commission Expires
October 13, 2018

Notary Public in and for State of Iowa

STATE OF IOWA)
) SS
DELAWARE COUNTY)

This instrument was acknowledged before me on this 12th day of ~~October~~ November, 2015 by Peggy S. Hempstead and Richard Hempstead.

CINDY J. CANNON
Commission Number 724988
My Commission Expires
October 13, 2018

Notary Public in and for State of Iowa

STATE OF IOWA)
) SS
DELAWARE COUNTY)

This instrument was acknowledged before me on this 13th day of ~~October~~ November, 2015 by John P. Jared and Deb Jared.

CINDY J. CANNON
Commission Number 724988
My Commission Expires
October 13, 2018

Notary Public in and for State of Iowa

STATE OF IOWA)
) SS
~~DELAWARE~~ Buchanan COUNTY)

This instrument was acknowledged before me on this 17th day of ~~October~~ November, 2015 by Shelli R. Meyer and John Meyer.

RENAE J. RALSTON
Commission No. 194165
My Commission Expires

Notary Public in and for State of Iowa

STATE OF IOWA)
) SS
~~DELAWARE~~ Scott COUNTY)

This instrument was acknowledged before me on this 3rd day of ~~October~~ Norember, 2015 by Robert P. Jared as Executor of the Bobbie Snyder Estate.

THERESA THOMPSON
Commission Number 742660
My Commission Expires
September 6, 2018

Notary Public in and for State of Iowa