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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer Information (X)thg 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 9 day of May, 2016 by and between Ronald F. Digmann and Diana L. Digmann, husband and wife (hereinafter First Parties) and The Detour, LLC, an Iowa Limited Liability Company (hereinafter Second Party).

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

> The South fifty three and one-half (53½) feet of the East thirty (30.0) feet of Lot Two (2), and Lot Three (3) except the East twenty seven (27.0) feet thereof, of the Subdivision of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Four (4), Township Eighty Nine (89) North, Range Three (3), West of the Fifth Principal Meridian, according to plat recorded in Book 2 Plats, Page 6.

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

> South one-half (S½) of Lot Two (2), execept the South fifty three and one-half (53½) feet of the East thirty (30.0) feet thereof, of the Subdivision of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Four (4), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M., according to plat recorded in Book 2 Plats, Page 6.

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

AND WHEREAS, the parties wish to enter into an Agreement to establish their rights and obligations with regard to the well.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Second Party shall have the right to obtain water from the well and pump owned by First Parties. Said well and pump shall be used in conjunction with the First Parties, and any tenants of the First Parties.

2. Second Party shall pay to First Parties the sum of $500.00 per year for the right to obtain water from the well and pump owned by First Parties. Said amount shall be paid by no later by January 1 of each year starting January 1, 2017. First Parties retain the right to increase the annual cost of providing water beginning January 1, 2027 if the cost of providing water has increased.

3. In addition, First Parties hereby grant to Second Party its heirs, successors and assigns an easement over and across that portion of the real estate owned by First Parties in order to provide access to the water line, well and pump as needed to inspect, maintain and repair the same. Second Party shall be obligated to return to its natural condition any soil or earth distributed by inspection, repair, replacement or maintenance of the water line.

4. First Parties do not guarantee the quality or quantity of water. In the event that the pump requires replacement Second Party shall be required to pay a portion of this cost based upon expected future usage by Second Party.

5. The parties agree that in the event water service becomes available to Second Party's real estate from a county or municipal water source that Second Party or the then owner of the premises shall be required to hook onto the said water source within a reasonable period of time at which time this Agreement shall terminate.

6. 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 5TH day of May, 2016

Ronald F. Digmann

Diana L. Digmann

The Detour, LLC

By: Wesley A. Uldrich – Sole Member & Manager

MELINDA S WERNING
Notarial Seal - Iowa
Commission Number 788983
My Commission Expires Mar 11, 2018

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

On this 5th day of May, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald F. Digmann, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as his voluntary act and deed.

Melinda Werning
Notary Public in and for the State of Iowa

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

On this 5th day of May, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Diana L Digmann, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that ~~they executed the same~~ her voluntary act and deed.

MELINDA S WERNING
Notarial Seal - Iowa
Commission Number 788983
My Commission Expires Mar 11, 2018

Melinda Werning
Notary Public in and for the State of Iowa

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

On this 9 day of May, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Wesley A. Uldrich as sole Member and Manager of The Detour, LLC, 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.

JANE E HANSON
NOTARIAL SEAL IOWA
Commission Number 791553
My Commission Expires
August 12, 2018

Jane E Hanson
Notary Public in and for the State of Iowa