Book 2016 Page 1665
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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer Information 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 28 day of June, 2016, by and Ronald J. Miles (hereinafter First Party) and Ralph Nieman and Reva Nieman, husband and wife (hereinafter Second Parties).

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

> Parcel 2015-78, part of Lot 6 of Miles Acres Subdivision; Section 35, T88N, R4W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2015, Page 2198, amended and superceded by plat recorded in Book 2016, Page 774.

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

> Parcel 2015-79, part of Lot 6 of Miles Acres Subdivision; Section 35, T88N, R4W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2015, Page 2198, amended and superceded by plat recorded in Book 2016, Page 774.

AND WHEREAS, the Parties wish to enter into an agreement to establish their rights and obligations with regard to a well located on the First Party's premises.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Second Parties for and on behalf of themselves, their heirs, successors and assigns have the right to obtain water from the well owned by First Party.

2. Second Parties shall be required to pay the cost of any and all repairs or replacement of the water line that runs from the well and pump to the real estate owned by Second Parties. In addition, Second Parties are hereby granted an Easement over and across that portion of the real estate owned by First Party in order to provide access to the water line, well and pump as needed to inspect, maintain and repair the same. Second Parties shall be obligated to return to its natural condition any soil or earth disturbed by inspection, repair, replacement, or maintenance of the water line.

3. The electrical meter for the well is located on Second Parties' premises. Second Parties agree that they shall pay the cost of electricity for operation of a well. The parties further agree that any future repairs, maintenance and/or replacement of the well shall be paid one-half by First Party and one-half by Second Parties.

4. 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 28 day of June, 2016

Ronald J. Miles

Ronald J. Miles

Ralph Nieman

Ralph Nieman

Reva Nieman

Reva Nieman

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

On this 28 day of June, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald J. Miles, 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.

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2016

Notary Public in and for the State of Iowa

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

On this 28th day of June, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Ralph Nieman and Reva Nieman, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2016

Notary Public in and for the State of Iowa