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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

(Recorder's Cover Sheet)

Well Agreement

Preparer information: *(name, address & phone number)*
Amy L. Hanna
104 N. Tama
Manchester, IA. 52057
563-927-3357

Taxpayer Information: *(name & complete address)*
N/A

env (X) **Return Document to:** *(name & complete address)*
Steve Duncan
18985 171st Ave
Manchester, IA. 52057

Grantors: Rodney J. Schreck

Grantees: Gary & Julie K. Engelken
& Steven L. Duncan

Legal Description is located on page: # 2

Document or instrument number of previously recorded documents:

WELL AGREEMENT

Gary Engelken and Julie K. Engelken,
husband and wife, as Joint Tenants
with Full Rights of Survivorship
And
Rodney J. Schreck, a single person
And
Steven L. Duncan, a single person

THIS AGREEMENT is made by and between Gary J. Engelken and Julie K. Engelken, husband and wife, as Joint Tenants with Full Rights of Survivorship (hereafter First Party) as the owners of the following parcel:

Parcel 1: Lots Five (5), Six (6) and Seven (7), Block Four (4) of Sunset Beach, a Subdivision of parts of Sections Seventeen (17), Eighteen (18), and Twenty (20) Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book 2 Plats, Page 20.

And Rodney J. Schreck, a single person (hereafter Second Party) as owner of the following parcel:

Parcel 2: Lot Eight (8), Block Four (4), of Sunset Beach, a Subdivision of parts of Sections Seventeen (17), Eighteen (18) and Nineteen (19), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M.; and commencing at the Northwest corner of Lot One (1), Block Three (3), Sunset Beach Subdivision, Delaware County, Iowa, thence South 2°19' West along the Easterly line of Lakeview Road, three hundred seventy (370.0) feet to the point of beginning; thence South 87°41' East one hundred (100.0) feet, thence South 2°19' West forty one (41.0) feet, thence North 78°36' West one hundred one and twenty seven one hundredths (101.27) feet, thence North 2°19' East twenty five (25.0) feet to the point of beginning; and Lot Five (5) of One (1) of the plat of the Subdivision of Lot One (1) of Frankenfeld's replat of part of Block Three (3) of Sunset Beach Subdivision, Delaware County, Iowa.

And Steven L. Duncan, a single person (hereafter Third Party) as owner of the following parcel:

Parcel G Lot Two (2) Block Three (3) Sunset Beach Subdivision and Lots Nine (9) and Ten (10) Block Four (4) of Sunset Beach, and Parcel F part of Lot Ten (10) of Block No. Four (4), a Subdivision of parts of Sections Seventeen (17), Eighteen (18), and Twenty (20) Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book 2 Plats, Page 20.

WHEREAS a well is located on Parcel 2 which serves the house on Parcel 2 presently;

WHEREAS the parties are in agreement that the First Party and the Third Party shall hereafter share the well on Parcel 2 and an agreement is necessary to establish the rights and obligations with regards to the owners of all parcels and said well.

IT IS THEREFORE AGREED as follows:

1. The Owner of Parcel 1 and Parcel G shall have the right to use the well and pump located on Parcel 2 and shall be entitled to maintain a water line from the well on Parcel 2 to their properties on Parcel 1 and Parcel G. The First Party and Third Party are hereby granted an easement for said water line across Parcel 2.
2. The owners of each parcel shall pay one third of the expenses of repair and replacement of the pump and motor and the well. Each of the owners shall be responsible for their own water line.
3. The parties agree that the electric bill for the pump shall be maintained by the owner of Parcel 2, who shall be reimbursed for one third of the cost by the owners of Parcel 1 and Parcel G.
4. In the event the well becomes unusable at any time in the future, this Agreement shall terminate and all parties shall be free to construct their own well or to contract together to construct a replacement pursuant to terms and conditions to be agreed upon in that circumstance.
5. This agreement shall be binding on successors and assigns of the owners of all parcels described and shall be considered easement rights which run with the land.

This agreement is hereby made upon the date hereafter noted.

Dated 9-26-2016

Julie K Engelken
First Party
Julie K. Engelken

9-29-16
Date

STATE OF IOWA)
DELAWARE COUNTY) ss:

On this 29th day of September, 20 16, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Julie K Engelken to me known to be the identical persons named in and who executed the forgoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

ANGELA SCHMITZ
Commission Number 766302
My Commission Expires
1-18-17

Angela Schmitz
Delaware, Iowa
Notary Public in and for said County and State

Gary Engelken
First Party
Gary Engelken

9-29-16
Date

STATE OF IOWA)
DELAWARE COUNTY) ss:

On this 29th day of September, 20 16, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gary Engelken to me known to be the identical persons named in and who executed the forgoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

ANGELA SCHMITZ
Commission Number 766302
My Commission Expires
1-18-17

Angela Schmitz
Delaware, Iowa
Notary Public in and for said County and State

Rodney J Schreck
Second Party
Rodney J Schreck

9/27/16
Date

STATE OF IOWA)
DELAWARE COUNTY) ss:

On this 27th day of September, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rodney J. Schreck to me known to be the identical persons named in and who executed the forgoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
AMY L. HANNA
Commission Number 760918
My Commission Expires
11-20-2018

Amy L. Hanna
Delaware, Iowa
Notary Public in and for said County and State

Steven L. Duncan
Third Party
Steven L. Duncan

9/27/16
Date

STATE OF IOWA)
DELAWARE COUNTY) ss:

On this 27th day of September, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Steven L. Duncan to me known to be the identical persons named in and who executed the forgoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
AMY L. HANNA
Commission Number 760918
My Commission Expires
11-20-2018

Amy L. Hanna
Delaware, Iowa
Notary Public in and for said County and State