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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

3009-3657
3009-3658

133-190
2017-843

WELL AGREEMENT

This Agreement entered into this 16th day of October, 2017, by and between Bennett Family Trust under the Bennett Revocable Trust dated June 30, 2006 (hereinafter "Bennett") and James D. Haight and Celine A. Haight, husband and wife (hereinafter "Haight"); and Steven A. Holtz and Penny J. Holtz, husband and wife (hereinafter "Holtz").

WHEREAS, Haight is the owner of the following described real estate located in Delaware County, Iowa:

That part of the Southeast Quarter of the Southwest Quarter (SE¼ - SW¼) of Section Three (3), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, Delaware County, Iowa, more particularly described as commencing at the Northwest corner of the SE¼ - SW¼ of Section 3, T88N, R5W of the 5th P.M.; thence S 00° 00' 00" E 389.37 feet along the Westerly line of said SE¼ - SW¼ to the Point of Beginning; thence S 00° 00' 00" E 167.76 feet along the Westerly line of said SE¼ - SW¼; thence S 39° 39' 00" E 176.96 feet along the centerline of the Bailey's Ford County Highway; thence N 56° 18' 07" E 245.67 feet; thence N 19° 43' 37" W 160.63 feet; thence N 86° 24' 30" W 263.61 feet to the Point of Beginning. Said described parcel containing 1.55 acres (0.30 acres in roadway easements, therefore, net area of 1.25 acres). The Westerly line of the SE¼ - SW¼ of Section 3, T88N, R5W is assumed to bear S 00° 00' 00" E.

AND WHEREAS, Holtz is the owner of the following described real estate located in Delaware County, Iowa:

Lot One (1) of Holtz - Bennett Subdivision A Subdivision Of Part Of The SE¼-SW¼ of Section 3, T88N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2017, Page 403.

AND WHEREAS, Bennett is the owner of real estate adjacent to the herein described premises owned by Haight and Holtz.

AND WHEREAS, the parties wish to enter into a joint Well Agreement regarding a well located on the premises owned by Haight. This Agreement supersedes the portion of an Easement and Well Agreement between Bennett and Haight filed on August 26, 2003 in Book 2003, Page 4160 with regard to the well only. The portions of said prior Agreement dealing with the driveway and access easement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be gained by the parties they agree as follows:

1. There is a well located on the Haight premises described above. Bennett, its successors and assigns, as well as any tenants of Bennett shall be allowed to obtain water from said well for the purposes of watering and caring for livestock located on the Bennett property. Said right to use water shall be in the manner and in such amounts as has been previously used by Bennett and its tenants in the past. Bennett, its successors and assigns, tenants and agents shall have the right to enter onto the Haight premises for the purposes of inspecting, repairing and maintaining said well and any pipelines that run from the well to the Bennett property.

2. Holtz, their successors and assigns, shall be allowed to obtain water from said well for normal household purposes but not for any business use or agricultural use. Holtz, their successors and assigns, and agents shall have the right to enter onto the Haight premises for the purposes of inspecting, repairing and maintaining said well and any pipelines that run from the well to the Holtz property.

3. Any and all costs for maintenance or repair to the well or replacement of said well shall be paid one-third by Haight, one-third by Bennett and one-third by Holtz, provided however, that the cost of repair or maintenance of any piping running from the well to the Bennett property shall be paid solely by Bennett, its successors and assigns; the cost of repair to any piping running from the well solely for the benefit of Haight shall be paid solely by Haight, their successors and assigns; and the cost of repair or maintenance of any piping running from the well to the Holtz property shall be paid solely by Holtz, their successors and assigns.

4. The provisions of this Agreement shall run with the land and be binding on the parties hereto, theirs heirs, successors and assigns, provided however, that the provisions of this Agreement may be altered or amended by written agreement between the parties.

Dated this 16th day of October, 2017.

Bennett Family Trust under the Bennett
Revocable Trust dated June 30, 2006

Sara W. Bennett - Trustee

Sara W. Bennett – Trustee

James D. Haight

Celine A. Haight

Steven A. Holtz

Penny J. Holtz

STATE OF ARIZONA, COUNTY OF Maricopa, **ss:**

On this 16th day of October, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Sara W. Bennett as Trustee of the Bennett Family Trust Under the Bennett Revocable Trust dated June 30, 2006, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Notary Public State of Arizona
Maricopa County
Lori Myers
My Commission Expires 12/23/2018

Notary Public in and for the State of Arizona

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

On this 7th day of October, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared James D. Haight and Celine A. Haight, 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.

NOTARIAL SEAL IOWA
PATRICK O. DOLAN
Commission Number: 105192
My Commission Expires: 1/10/20

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 7th day of October, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven A. Holtz and Penny J. Holtz, 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.

NOTARIAL SEAL IOWA
PATRICK O. DOLAN
Commission Number: 105192
My Commission Expires: 1/10/20

Notary Public in and for the State of Iowa