Book 2018 Page 1149
Document 2018 1149 Type 06 006 Pages 4
Date 5/02/2018 Time 12:00:35PM
Rec Amt $22.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Return to: Dan McClean, 401 First Avenue E., Dyersville, Iowa 52040; Ph: (563) 875-6002
Preparer: Dan McClean, 401 First Avenue E., Dyersville, Iowa 52040; Ph: (563) 875-6002

WELL AGREEMENT AND EASEMENT

We, **Robert E. Galiher and Lola J. Galiher**, husband and wife, hereinafter referred to as Party of the *First Part* and **Robert and Jean Hingtgen**, husband and wife, hereinafter referred to as Parties of the *Second Part*, and **Ralph A. Cortez and Roberta A. Cortez**, husband and wife & **Kevin Cortez and Rebecca Cortez**, husband and wife, hereinafter Parties of the *Third Part*, for good and valuable consideration enter into the following agreement and do hereby covenant and agree as follows:

1. That the Party of the First Part is the owner of property described as follows:

Lot Fifty Six (56), according to plat of Clair-View Acres at Delhi, Iowa, in Sections 23 and 26, Milo Township, Delaware County, Iowa, as prepared by Bartels, McMahan, LeMay, Haas and Baule Engineering Company dated June 6, 1970 as filed in the Delaware County Recorder's Office in Book 2 Plats, Page 200; and,
All lake frontage running to the middle if the Maquoketa River bed with regard to the following-described real estate: Lot 56, according to plat of Clair-View Acres at Delhi, Iowa, in Sections 23 and 26, Milo Township, Delaware County, Iowa, as prepared by Bartels, McMahan, LeMay, Haas and Baule Engineering Company dated June 6, 1970 as filed in the Delaware County Recorder's Office in Book 2 Plats, Page 200; and,
Parcel HH in Lot 57 "Clair-View Acres at Delhi, Iowa", Section 26, Township 88 North, Range 5 West of the 5th P.M., Delaware County, Iowa, according to plat of Survey recorded in Book 2004, Page 861, in the Office of the Delaware County recorder; and
All the lake frontage running to the water front and then at right angles to the middle of Lake Delhi in respect to and adjoining Parcel HH in Lot 57 "Clair-View Acres at Delhi, Iowa", Section 26, Township 88 North, Range 5 West of the 5th P.M., Delaware County, Iowa, according to Plat of Survey recorded in Book 2004, Page 861, in the Office of the Delaware County recorder; and,
Parcel DD in Lot 5 in the Subdivision of Lot 15 of Lot 123 of "Clair-View Acres at Delhi, Iowa" Section 26 – T88N – R5W, Delaware County, Iowa, as shown on plat of survey recorded in Book 2002, Page 2568 Delaware County records.

2. That the Parties of the Second Part are owners of property described as follows:

Lot Fifty-Four (54) of "Clair-View Acres at Delhi, Iowa" in Sections Twenty Three (23) and Twenty Six (26), Milo Township, Delaware County,

Iowa, according to plat thereof recorded in Book 2 Plats, Page 200; same being a part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of section Twenty Six (26), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, also all lake frontage running to the middle of the Maquoketa River bed with regard to said Lot Fifty Four (54). Subject, nevertheless, to all restrictions, easements, covenants, and conditions of record.

3. That the Party of the Third Part is the owner of the property described as follows:

An undivided two thirds interest in Lot Fifty Five (55) of "Clair-View Acres at Delhi, Iowa" in Sections Twenty Three (23) and Twenty Six (26), Milo Township, Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 200; also all lake frontage running to the middle of the Maquoketa River Bed with regard to said Lot Fifty Five (55); also Parcel BB in Lot 4 and Parcel CC in Lot 5, All in the Subdivision of Lot 15 of Lot 123 of "Clair-View Acres at Delhi, Iowa" Section 26 – T88N – R5W, Delaware County, Iowa, according to plat recorded in Book 2002, Page 2568.

4. That located on the above described Lot 54 of the Parties of the Second Part is a well, the center of the well located on the back left corner of the house behind the garage.

5. That the purpose of this particular agreement is to establish well and water rights for the undersigned, their heirs and assigns and to file for public record a copy of this water agreement and easement.

6. That there is a separate water line on Lot 54 of the Parties of the Second Part running from the well to the house of the Parties of the Second Part and it shall be the sole responsibility of the Parties of the Second Part to maintain and repair the water line running from the well to the house of the Parties of the Second Part.

7. That there is a separate water line running from the well on Lot 54 of the Parties of the Second Part to the house on Lot 56 of the Party of the First Part and it shall be the sole responsibility of the Party of the First Part to maintain his separate water line.

8. There is also a water line running from the well on Lot 54 of the Parties of the Second Part over and across Lot 56 of the Party of the First Part to the house of the Party of the Third Part on Lot 55. It shall be the sole responsibility of the Party of the Third Part to maintain his separate water line and to assist in the maintenance of any joint water line with the Party of the First Part.

9. It is further agreed that since the water line running to the house of the Party of the First Part is in the ground and crosses the property of the Parties of the Second Part, the Parties of the Second Part hereby grant to the Party of the First Part the rights of ingress and egress to the maintenance men to come upon and pass and repass over, in person or with equipment, such portions of the Parties of the Second Part's land as is necessary to make repairs, inspections, service or maintain any part of the water system for which the Party of the First Part is responsible so as to keep same in operable condition. It is further agreed that the said land of the Parties of the Second Part shall be returned and restored to its original condition after repair.

10. It is agreed that since the water line running to the house of the Party of the Third Part is in the ground and crosses the property of the Party of the First Part and the Parties of the Second Part hereby grant unto the Party of the Third Part, the rights of ingress and egress to the maintenance men to come upon and pass and repass over, in person or with equipment, such portions of the land of the Party of the First Part and Parties of the Second Part, as is necessary to make repairs, inspections, service or maintain any part of said water system for which the Party of the Third Part is responsible so as to keep same in operable condition. It is further agreed that the said land of the Party of the First Part and Parties of the Second Part so disturbed by any said repairs, inspections, service or maintenance shall be returned and restored to its original condition after repair.

11. It is agreed that since the water line running to the house of the Party of the Fourth Part is in the ground and crosses the property of the Party of the First Part and the Parties of the Second Part and the Party of the Third Part hereby grant unto the Party of the Fourth Part, the rights of ingress and egress to the maintenance men to come upon and pass and repass over, in person or with equipment, such portions of the land of the Party of the First Part and Parties of the Second Part and Party of the Third Part, as is necessary to make repairs, inspections, service or maintain any part of said water system for which the Party of the Fourth Part is responsible so as to keep same in operable condition. It is further agreed that the said land of the Party of the First Part and Parties of the Second Part and Party of the Third Part so disturbed by any said repairs, inspections, service or maintenance shall be returned and restored to its original condition after repair.

12. The cost of any repairs or maintenance necessary for the proper operation of the well itself shall be borne one-third by each of the three parties hereto. It is further agreed that prior to any repairs or maintenance to the well, all three of the parties shall agree in advance as to what parts or maintenance are necessary. If a new Well is required then the cost of the well will be shared as strictly a 1/3 per party.

13. Regarding the electric bill, the well and pump and connected items are presently connected to the electric meter of the Parties of the Second Part; the Party of the First Part and Party of the Third Part each agree to pay a sum of $90.00 unto the Parties of the Second Part to cover their share of the electrical bill. The parties agree to meet annually in January of each year beginning 2019 at an agreeable time and place and determine the share of the Party of the First Part and Party of the Third Part of said electrical bill of the Parties of the Second Part for each respective year, and the said parties shall each immediately pay unto the Second Parties their respective share; if the three parties involved cannot agree on the said prorated amount, a separate meter shall be installed on the pump for an exact determination of the amount of the electrical bill to be paid by each of the parties, the cost of the electrical bill to be paid by each of the parties, the cost of the installation to be borne one-fourth by each of the parties.

14. That this agreement shall be binding indefinitely into the future upon the said parties, their heirs and assigns and will run with the land, the said agreement being binding until the proper documents are filed, in any, cancelling this agreement.

Dated this 23 day of ~~February~~ April, 2018.

Robert E. Galiher
Party of the First Part

Lola J. Galiher
Party of the First Part

Robert Hingtgen
Party of the Second Part

Jean Hingtgen
Party of the Second Part

Ralph A. Cortez
Party of the Third Part

Roberta A. Cortez
Party of the Third Part

Kevin Cortez
Party of the Third Part

Rebecca Cortez
Party of the Third Part

State of Iowa)
)ss:
County of Delaware)

SUSAN K MEYER
Commission Number 798639
My Commission Expires
August 9, 2019

On this 23 day of April, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert Galiher and Lola J. Galiher, husband and wife; Robert HIngtgen and Jean Hingtgen, husband and wife; Ralph A. Cortez and Roberta A. Cortez, husband and wife and Kevin Cortez and Rebecca Cortez, husband and wife, to me

known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Susan K Meyer
Notary Public in and for the State of Iowa

Dated this 23 day of April, 2018.

