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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and return to: Steve E. Carr, Attorney, Box 333, Manchester, Iowa 52057 (563) 927-4164
Grantors: Jordan M. Hunt
Danielle M. Hunt
Grantees: Philip A. Neuhaus
Olivia Neuhaus

# WELL AGREEMENT

Jordan M. Hunt and Danielle M. Hunt, husband and wife, hereinafter "First Party" own the following described real estate:

> Lot Two (2) of Whitetail Ridge Second Subdivision A Subdivision of Lot 1 of Windy Hollow Second Addition, Part of the SE ¼ of Section 4-T88N-R5W, Delaware County, Iowa, according to plat recorded in Book 2013, Page 3245.

Philip A. Neuhaus and Olivia Neuhuas, husband and wife, hereinafter "Second Party" own the following described real estate:

> Lot Three (3) of Whitetail Ridge Second Subdivision A Subdivision of Lot 1 of Windy Hollow Second Addition, Part of the SE ¼ of Section 4-T88N-R5W, Delaware County, Iowa, according to plat recorded in Book 2013, Page 3245.

1. A well is partially located on each of the above described lots.

2. Each of the above described lots are to be served by the well pursuant to this agreement.

3. It is understood that each party will be solely responsible for installation and any repair, maintenance or replacement of their respective water lines running to the well.

4. Any repairs or replacement of the well including the pressure tank shall be shared equally by each party; however, a lot must be developed and served by the well to require contribution pursuant to this paragraph and the following paragraph.

5. An electricity meter is located on First Party's lot. Second Party shall pay First Party a reasonable per month sum for electricity for the pumping of water to Lot 3. The amount shall be a minimum of $5.00 per occupant of Lot 3.

6. Each party grants to the other an easement to the well for inspection, maintenance, repair or replacement.

7. Water use is restricted to reasonable residential purposes and no commercial or agricultural water use is allowed without prior approval of both parties.

8. Both parties understand and agree that there is no warranty express or implied as to the quality of the water produced or supplied.

9. This agreement shall be perpetual and shall be binding upon the heirs, successors and assigns of the parties hereto.

Dated this 9th day of July, 2020.

Jordan M. Hunt

Philip A. Neuhaus

Danielle M. Hunt

Oliva Neuhaus

STATE OF IOWA )
) SS
DELAWARE COUNTY )

This instrument was acknowledged before me on this 9th day of July, 2020 by Jordan M. Hunt and Danielle M. Hunt.




Teresa Turnis
Notary Public in and for State of Iowa

STATE OF IOWA )
) SS
DELAWARE COUNTY )

This instrument was acknowledged before me on this 9th day of July, 2020 by Philip A. Neuhaus and Olivia Neuhaus.

Teresa Turnis
Notary Public in and for State of Iowa

