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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer

Information Jane E. Hanson. 401 East Main Street. Manchester. (563) 927-5920

Individual's Name

Street Address

City

Phone

Jane E. Hanson, ISBA # AT0012697

SPACE ABOVE THIS LINE FOR RECORDER

WELL AGREEMENT

This Agreement entered into this 1st day of August, 2018, by and between Thomas L. Engelken and Cherrie L. Engelken, husband and wife, (hereinafter First Parties) and Chad Ries and Heather Ries, husband and wife (hereinafter Second Parties).

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

The South one-half (S ½) of the Southwest Quarter (SW ¼), except Parcel 2017-28, of Section Twenty Six (26), located in Township Eighty Nine (89) North, Range Four (4), West of the Fifth P.M., Delaware County, Iowa, subject to easements of record

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

Parcel 2017-28, Part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-Six (26), Township Eighty Nine North (T89N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, subject to 20" access and utility easement retained by grantors for the benefit of grantors, their heirs, successor and assigns.

AND WHEREAS, There is a well located on the real estate owned First Parties which will serve the real estate owned by Second Parties.

AND WHEREAS, the parties wish to enter into an Agreement to establish their rights and obligations with regard to the well.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Second Parties shall have the right to obtain water from the well and pump owned by First Parties. Said well and pump shall be used in conjunction with the First Parties, and any tenant of the First Parties.

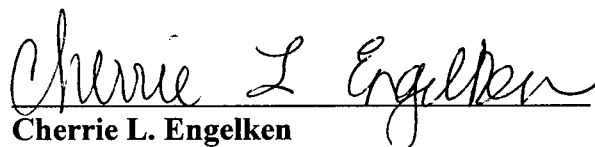
Chad Ries
110 E. Adams St
Delaware IA 52031

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 Parties 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 parties agree that for any and all future inspection, repairs, replacements, and/or maintenance of the well and pump, the costs shall be paid by the First Parties. Second Parties shall be required to pay the cost of electricity to run the pump. Second Parties shall be required to transfer the circuit which connects the electrical service to the pump to the Second Parties electrical bill.
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 1st day of August, 2018.

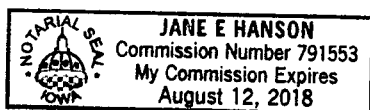
FIRST PARTIES

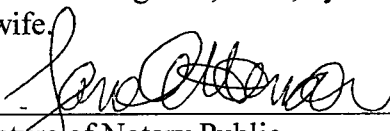

Thomas L. Engelken


Cherrie L. Engelken

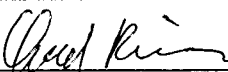
STATE OF IOWA, COUNTY OF DELAWARE

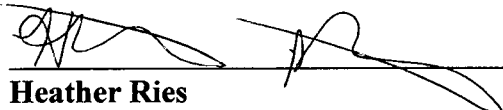
This instrument was acknowledged before me on August 1, 2018, by Thomas L. Engelken and Cherrie L. Engelken, husband and wife.




Signature of Notary Public

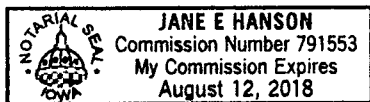
SECOND PARTIES

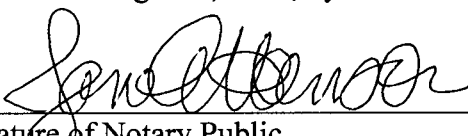

Chad Ries


Heather Ries

STATE OF IOWA, COUNTY OF DELAWARE

This instrument was acknowledged before me on August 1, 2018, by Chad Ries and Heather Ries, husband and wife.




Signature of Notary Public