

Recorded: 8/28/2018 at 12:38:10.0 PM
Fee Amount: \$12.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2018 PG: 2427

Prepared by and Return to:

John C. Compton, 116½ W. Mission St., Strawberry Point, IA 52076 563-933-4334

WATER USE AND WELL AGREEMENT

THIS AGREEMENT, made and entered this 23 day of August, 2018 by and between Jason M. Hoefer and Lisa A. Hoefer, husband and wife, whose address for purposes of this Agreement is 2002 Woods Edge Drive, Box 144, Edgewood, IA 52042 (herein after referred to as Hoefers) and Dustin E. Glew and Sarah K. Glew, husband and wife, whose address for purposes of this Agreement is 2904 Valley High Dr., Cedar Falls, IA 50613 (hereinafter referred to as Glews) as follows:

1. Hoefers are selling to Glews a parcel of residential real estate in Delaware County, Iowa described as:

Lot 1 in the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Two (2), Township 90 North, Range 5 West of the 5th P.M. in Delaware County, Iowa. (Also described as Lot 1 of Hoefer Subdivision in SE¼ SE¼, §2-90-5, West of 5th P.M. in Delaware County, Iowa.)

2. Hoefers are retaining the shop adjacent to the above property legally described as:

Lot 2 and Lot 3 in the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Two (2), Township 90 North, Range 5 West of the 5th P.M. in Delaware County, Iowa. (Also described as Lot 2 and Lot 3 of Hoefer Subdivision in SE¼ SE¼, §2-90-5, West of 5th P.M. in Delaware County, Iowa.)

3. The well and pump and water system servicing both properties is located on the property purchased by Glews, and the parties agree that the shop property retained by Hoefers should be entitled to continued use of the well, pump, water system and water therefrom according to the terms of this Agreement.

NOW THEREFORE in consideration of the aforementioned sale, and in further consideration of the mutual terms and conditions contained herein the parties AGREE as follows:

1. That Hoefers, their heirs, executors and successors in interest shall have the right to use water from the existing well on Glews' property.
2. Hoefers shall not be required to pay for the water, but shall pay an annual fee to Glews for electricity used in the pumping system. The amount shall be reviewed annually and adjusted if necessary. The initial fee due by March 1, 2019 shall be \$_____.

3. The cost of maintenance and repairs to the well and pump shall be borne 75% by Glews and 25% by Hoefers. Each party shall be responsible for repair and maintenance of water pipes from the well to the building or house and Glews grant a further right to Hoefers to have access to the well and piping on Glews property and full ingress and egress rights to access the pump, well and water line. Any damage caused by Hoefers across to the water line on Glews property will be promptly repaired or replaced by Hoefers.

4. Glews do not guarantee quality or quantity of water from the well, but agree to normal residential use of water. Hoefers agree to normal shop use of water, and neither party shall have the right to any excess use of water which may deprive the other of rights granted herein.

5. If Hoefers elect to put in their own well or water system or if Glews subsequently acquire the shop property then this Agreement shall automatically terminate.

This Agreement shall be interrupted under the laws of the State of Iowa and shall not be assigned or transferred by either party hereto, but shall be personal to these parties only.

Dated this 23rd day of August, 2018.

Jason M. Hofer
Jason M. Hofer

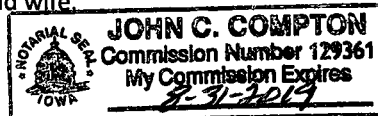
Dustin E. Glew
Dustin E. Glew

Lisa A. Hofer
Lisa A. Hofer

Sarah K. Glew
Sarah K. Glew

STATE OF IOWA, COUNTY OF CLAYTON, ss:

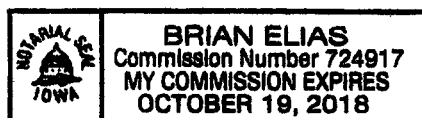
This instrument was acknowledged before me on August 23, 2018 by Jason M. Hofer and Lisa A. Hofer, husband and wife.



John C. Compton
Notary Public, State of Iowa

STATE OF IOWA, COUNTY OF Fayette, ss:

This instrument was acknowledged before me on 8-24-18 by Dustin E. Glew and Sarah K. Glew, husband and wife.



Brian Elias
Notary Public, State of Iowa