

Prepared by/Return to:

Todd J. Locher, Locher & Locher PLC, 202 2nd Avenue NW, Box 7, Farley, IA 52046

(563) 744-3359

WELL WATER EASEMENT AND AGREEMENT

Michael R. Nurre and Trudy A. Nurre (hereinafter "Nurre"), husband and wife, and David J. Staner and Terri S. Staner, (hereinafter "Staner"), husband and wife, hereby make the following declarations imposing a Well Water Easement and Agreement:

1. Affected Real Estate.
 - A. Parcel 1:
Lot One (1) of Earl's Hill Subdivision, Delaware County, Iowa, according to plat recorded in Book 2009, Page 2144.
(hereinafter "the Nurre parcel")
 - B. Parcel 2:
Lot Two (2) of Earl's Hill Subdivision Delaware County, Iowa, according to plat recorded in Book 2009, Page 2144.
(hereinafter "the Staner parcel")
2. The well is located on the Nurre parcel.
3. The owners of the Nurre parcel and the owners of the Staner parcel shall have the right to the continued and perpetual use of the well located on the Nurre parcel. All costs of maintenance, repair and replacement of the well, including, but not limited to, casing, piping, pump, motor, wiring and other expenses shall be paid as follows: 50% by the owner of the Nurre parcel and 50% by the owner of the Staner parcel.
4. Electricity supplied to the pump for the well is separately metered. The owners of the Nurre parcel and the owners of the Staner parcel shall pay the electricity costs associated with the meter supplying electricity to the well as follows: 50% by the owner of the Nurre parcel and 50% by the owner of the Staner parcel.
5. The owners of the Staner parcel shall have a right of ingress and egress over the Nurre parcel to erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water piping located on the Nurre parcel in order to provide water from the well to the Staner parcel. The owners of the Staner parcel shall be solely responsible for the costs associated with the construction, replacement or repair of the waterline from the

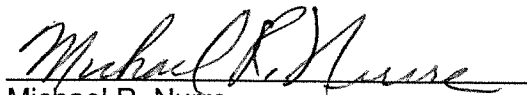
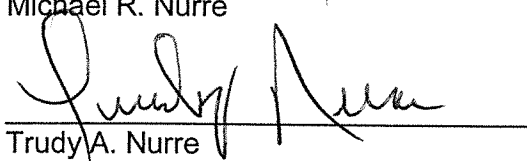
well on the Nurre parcel to the Staner parcel. The owner of the Staner parcel shall restore the Nurre parcel to the condition it was to the condition it was in prior to any disturbance of the land required in order to perform the actions set forth herein.

6. Neither party guarantees the quality or quantity of the water from the well.

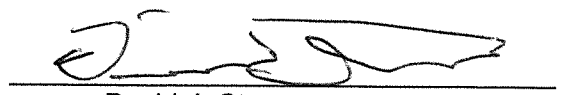
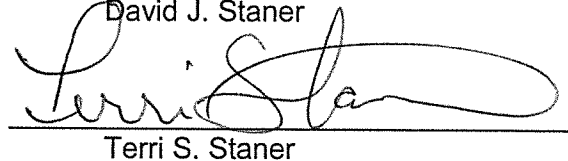
7. This agreement is perpetual in nature and is for the benefit of the owners of the Nurre parcel and of the Staner parcel, their heirs, successors and assigns.

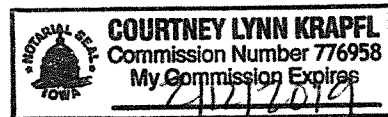
Dated this 12 day of JUNE, 2016.

OWNERS OF THE NURRE PARCEL


Michael R. Nurre

Trudy A. Nurre

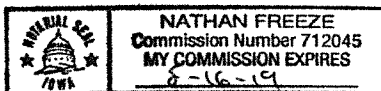
OWNERS OF THE STANER PARCEL

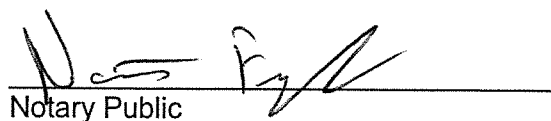

David J. Staner

Terri S. Staner



STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

Subscribed and sworn to before me on this 28th day of December, 2016 by Michael R. Nurre and Trudy A. Nurre, husband and wife.




Notary Public

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

Subscribed and sworn to before me on this 5th day of July, 2016 by David J. Staner and Terri S. Staner, husband and wife.


Notary Public

