



Book 2018 Page 2987

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer			
Information	Jane E. Hanson,	401 East Main Street,	Manchester,
	Individual's Name	Street Address	City
			Phone
Jane E. Hanson, AT0012697	SPACE ABOVE THIS LINE FOR RECORDER		

WELL EASEMENT AND AGREEMENT

This Easement and Agreement entered into this 18 day of October, 2018, by and between Peter J. Knipper and Amanda Knipper, hereinafter First Party, David J. Staner and Terri S. Staner, herein after Second Party, and Duane A. Elgin and Tina M. Elgin, hereinafter Third Party.

WHEREAS, First Party owns the following described real estate located in Delaware County, Iowa:

Lot One (1) of Earl's Hill Subdivision in Delaware County, Iowa, according to plat recorded in Book 2009, Page 2144;

AND WHEREAS, Second Party owns the following described real estate located in Delaware County, Iowa:

Lot Two (2) of Earl's Hill Subdivision in Delaware County, Iowa, according to plat recorded in Book 2009, Page 2144;

AND WHEREAS, Third Party owns the following described real estate located in Delaware County, Iowa:

Lot Four (4) of Earl's Hill Subdivision in Delaware County, Iowa, according to plat recorded in Book 2009, Page 2144; AND Parcel 2015-29, part of Parcel 2013-109 of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼), Section Thirty Six (36), Township Eighty Nine North (T89N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2015, Page 923.

AND WHEREAS, there is a well located on the real estate owned by First Party which currently serves the real estate owned by First Party and Second Party.

AND WHEREAS, Third Party or Third Party's successor in interest, may desire in the future to hook on to the well located on real estate owned by First Party.

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

IT IS THEREFORE AGREED AS FOLLOWS:

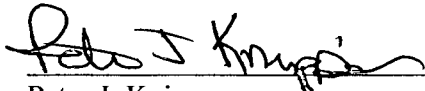
1. First Party and Second Party shall have the right to the continued and perpetual use of the well located on property of First Party. All costs of maintenance, repair, and replacement of the well, including but not limited to, casing, piping, pump motor, wiring and other expenses, electricity expenses and rights with regard to ingress and egress shall be pursuant to Well Water Easement and Agreement filed September 12, 2018 in Book 2018, Page 2587 of the records of the Delaware County Recorder. However, in the event that Third Party hooks onto the well as contemplated by this Easement and Agreement, then this Easement and Agreement shall supersede the September 12, 2018 Easement and Agreement with regard to the rights and duties of First Party and Second Party.
2. Third Party, and its successors in interest, may desire to hook on to well located on property of First Party. In the event Third Party, or its successor in interest, desire to hook on to well, Third Party shall pay to First Party and Second Party a total of \$3,900.00 to be divided equally between First Party and Second Party. First Party and Second Party shall grant to Third Party the right to hook on to said well.
3. In the event Third Party, or its successors in interest, hook on to said well, each Party shall pay 1/3 of the costs of maintenance, repair and replacement of the well, including but not limited to, casing, piping, pump, motor, wiring and other expenses. In addition, electricity supplied to the pump for the well shall be separately metered. Each Party shall pay the electricity costs associated with the meter supplying the electricity to the well as follows: 1/3 by First Party, 1/3 by Second Party and 1/3 by Third Party.
4. In the event Third Party, or its successors in interest, hook on to said well, Second Party and Third Party shall have a right of ingress and egress over First Party's property to erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water piping located on First Party's property in order to provide water from the well to Second Party and Third Party's property. Second Party and Third Party shall be obligated to return to its natural condition any soil or earth disturbed by inspection, repair, replacement, or maintenance of the water line.
5. Third Party shall have a right of ingress and egress over Second Party's property to erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water piping located on Second Party's property in order to provide water from the well to Third Party's property. Third Party shall be obligated to return to its natural condition any soil or earth disturbed by inspection, repair, replacement, or maintenance of the water line.
6. Third Party, as titleholder, grants to its successors in interest the right of ingress and egress over real estate legally described as:

Lot Three (3) of Earl's Hill Subdivision in Delaware County, Iowa,
according to plat recorded in Book 2009, Page 2144

to erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water piping located on said Lot Three (3) in order to provide water from the well to Third Party's property. Third Party shall be obligated to return to its natural condition any soil or earth disturbed by inspection, repair, replacement, or maintenance of the water line.

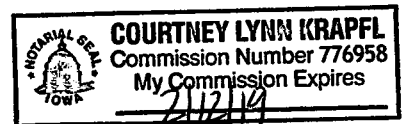
7. The Parties agree that the First Party shall have the well water tested annually and First Party will provide copies of the results of the annual testing to Second Party and Third Party. The cost for the well water testing shall be paid 1/3 by First Party, 1/3 by Second Party and 1/3 by Third Party. Should any of the Parties request additional testing the Party making the request will be responsible for the full cost of the additional testing and must submit the request in writing to First Party.
8. This Easement and Agreement is perpetual in nature and is for the benefit of the Parties their heirs successors and assigns, and shall be binding upon their heirs, successors and assigns.

Dated this 18th day of October, 2018.

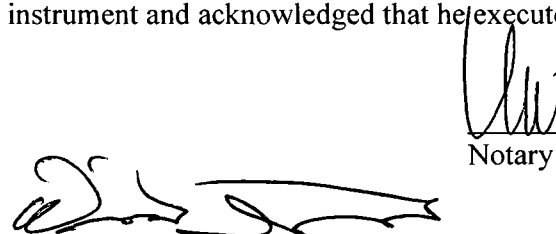

Peter J. Knipper

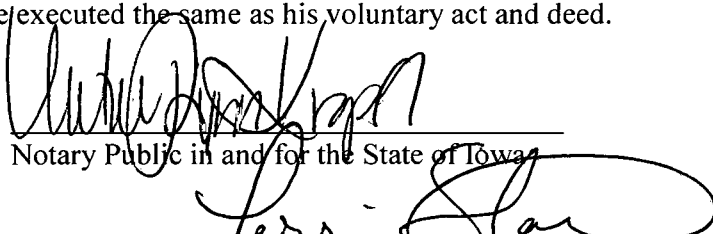

Amanda Knipper

STATE OF IOWA, COUNTY OF Delaware, ss:



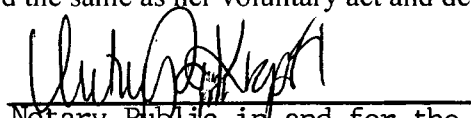
On this 18th day of October, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter J. Knipper and Amanda Knipper, husband and wife, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

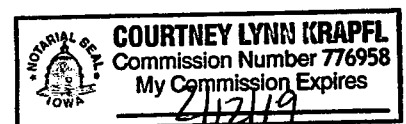

David J. Staner


Notary Public in and for the State of Iowa
Terri S. Staner

STATE OF IOWA, COUNTY OF Delaware, ss:

On this 18th day of October, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared David J. Staner and Terri S. Staner, husband and wife, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.


Notary Public in and for the
State of Iowa



Duane A. Elgin 10/18/18

Tina M. Elgin 10/17/18

STATE OF IOWA, COUNTY OF Delaware, ss:

On this 18th and 17th day of October, 2018, ^{respectively,} before me, the undersigned, a Notary Public in and for said State, personally appeared Duane A. Elgin and Tina M. Elgin, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

SE Carr
Notary Public in and for the State of Iowa

