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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer
Information Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920

Individual's Name	Street Address	City	Phone
Thomas J. Hanson, ICIS#: AT0003249			

SPACE ABOVE THIS LINE
FOR RECORDER

WELL AGREEMENT

This Agreement entered into this 26th day of April 2019, by and between Lyle E. Palmer and Janice L. Palmer, husband and wife (hereinafter First Parties) and Donald D. Detrich, a single person (hereinafter Second Party).

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

Lot Five (5) of Milroy's Subdivision of part of the West one-half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) and part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Eighteen (18), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 198.

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

Lot Six (6) of Milroy's Subdivision of part of the West One-half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) and part of the southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Eighteen (18), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book 2 Plats, Page 198.

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

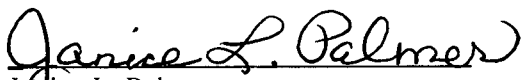
NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be gained by the parties they agree as follows:

1. There is currently a well located on Second Party's real estate which supplies water to both parcels of real estate described herein. The pressure tank, pressure switch and electrical service for the well is located on the real estate owned by First Parties. The water is piped from the well to the pressure tank and is then piped to the residence on each parcel.
2. The parties agree that the owners of each parcel of real estate to this transaction shall have the right to obtain water from the well. The parties further agree that the cost of any and all repairs, maintenance and/or replacement of the well and pump and associated equipment shall be paid one-half by First Parties and one-half by Second Party. The cost of any repair, maintenance or replacement to the individual water lines providing water to each residence shall be paid by the individual owner of the residence.
3. The cost of electricity to pump water shall be paid 100% by First Parties so long as Donald D. Detrich is the owner of the said Lot 6 of Milroy's Subdivision. At such time as title transfers from the said Donald D. Detrich to a successor in interest, First Parties shall negotiate with the successor to Second Party for a reasonable amount to be paid per month to First Parties to cover the cost of electricity for providing water to the real estate owned by Second Party.
4. Each party grants onto the other party an easement over and across that portion of the real estate owned by the granting party in order to provide appropriate access for the water lines, well and associated equipment and also grant an easement for any needed inspection, maintenance, repair and replacement of the system. Each party agrees to be obligated to the other party to return to its natural condition any soil or earth disturbed by inspection, repair, replacement or maintenance of the well or water line by either party.
5. Both parties agree that there shall be no commercial use of the water from the well and that only that normal residential usage shall be allowed by either party using the well.
6. 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.

First Parties



Lyle E. Palmer



Janice L. Palmer

Second Party



Donald D. Detrich

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 26th day of April, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Lyle E. Palmer and Janice L. Palmer 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.



Morgan Schmidt
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 26th day of April, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald D. Detrich, a single person, 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.



Morgan Schmidt
Notary Public in and for the State of Iowa