



Book 2021 Page 3912

Document 2021 3912 Type 06 006 Pages 4
Date 11/05/2021 Time 10:16:27AM
Rec Amt \$22.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer
Information: Attorney Dean J. Konrardy 100 West 12th Street Dubuque, IA 52001 (563) 588-0547

Return Document To: Michele M. Pitts, 4864 Colonel Drive, Dubuque, IA 52002

WELL AGREEMENT

137-170
2019-2288
This Agreement made and entered into this 6th day of August, 2021, by and between Laura M. Miller, a single person (hereinafter "Miller") and Michele M. Pitts, a single person, and Kevin J. Lynn, a single person, (hereinafter collectively referred to as "Pitts/Lynn").

1. Miller is the owner of certain real estate locally known as 20730 262nd Street, Delhi, Iowa, and legally described as:

Lot 41 of "Clair-View Acres of Delhi, Iowa" in Section 23 and 26, Milo Township, Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 200, and all that land lying southerly of said Lot 41 within the extensions of the Easterly and Westerly lines of said Lot 41 and extending to the center of the Maquoketa River; same being a part of the North One-Half of the Northeast Quarter of Section 26, Township 88 North, Range 5 West of the 5th P.M., Delaware County, Iowa, hereinafter referred to as "Miller Real Estate";

2. That Pitts/Lynn are the owners of the following described real estate locally known as 20742 262nd Street, Delhi, Iowa, and legally described as:

PARCEL 2018-102, Part of Lot 42 in Clair-View Acres in Section Twenty-six (26), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, plat recorded in Book 2018, page 3433, containing 0.16 acres, subject to easements of record, and more particularly described by metes and bounds as follows:

BEGINNING at the Northwest Corner of Lot 42 of Clair-View Acres, recorded in Plat Book 2, Page 200;

THENCE along the Northerly Line of said Lot 42, South 84° 48' 26" East, 36.99 feet;

THENCE South 08° 46' 58" West, 225.66 feet, (more or less) to an approximate location of the Interstate Power Survey boundary, as recorded in Plat Book 4, Page 44;

THENCE along the approximate location of the Interstate Power Survey boundary, South 80° 31' 21" West, 26.72 feet, (more or less) to the Southwest Corner of said Lot 42;

THENCE North 05° 55' 58" East 232.00 feet, (more or less) along the Westerly Line of said Lot 42 to the POINT OF BEGINNING;

The Westerly Line of Lot 42 of Clair-View Acres, recorded in Plat Book 2, Page 200, is assumed to bear North 05° 55' 58" East, hereinafter referred to as "Pitts/Lynn Real Estate";

3. Miller has a water well located in the northeasterly corner of the Miller Real Estate. Miller grants Pitts/Lynn the right to connect to the water well located on the Miller Real Estate and the right to use water, well, pump, pipe and all equipment used in connection with the operation of said well for the benefit of the Pitts/Lynn Real Estate. Miller grants Pitts/Lynn a non-exclusive easement upon the northerly 30 feet of the easterly 20 feet of the Miller Real Estate ("Easement Area") for the purpose of connecting to said well. It is agreed that Pitts/Lynn shall be solely responsible for the construction, placement, maintenance and repair of any pipes to be attached to the well located upon the Miller Real Estate.

4. The maintenance and repair of the water line servicing the Pitts/Lynn Real Estate shall be solely at the expense of Pitts/Lynn and they shall have the right to enter upon the Easement Area to construct, connect, repair, maintain or replace said water line and shall further be responsible for returning the grounds of the Easement Area to the same condition as before any such construction, maintenance or repair.

5. Pitts/Lynn shall pay Miller the sum of \$50.00 per year for the access and use of the water and well.

6. Miller makes no warranties regarding the quality or quantity of the water to be provided to Pitts/Lynn.

7. This Agreement shall run with the land and shall be binding upon the successors and assigns of the parties. It is further understood and agreed that in the event of the failure of the well, Miller has no obligation to drill a new well. It is further agreed that Pitts/Lynn may disconnect from Miller's well at any time and would then have no further obligations under the terms of this Agreement.

Laura M. Miller
Laura M. Miller

Michele M. Pitts
Michele M. Pitts

Kevin J. Lynn
Kevin J. Lynn

STATE OF IOWA)
) ss.
Delaware COUNTY)

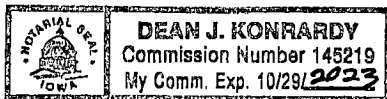
On this 12 day of October, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Laura M. Miller, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that such person executed the same as such person's voluntary act and deed.



Jill Kunde
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss.
Subaque COUNTY)

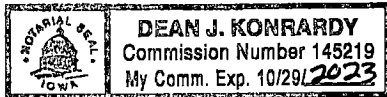
On this 6th day of August, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michele M. Pitts, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that such person executed the same as such person's voluntary act and deed.

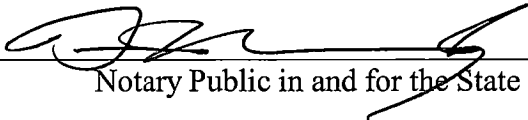


Dean J. Konrardy
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss.
Dubuque COUNTY)

On this 6th day of August, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kevin J. Lynn, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that such person executed the same as such person's voluntary act and deed.





Notary Public in and for the State of Iowa