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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer

Information: Jane E. Hanson 401 East Main Street, Manchester, Iowa (563) 927-5920

Individual's Name	Street Address	City	Phone
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Jane E. Hanson, ICIS#: AT0012697

SPACE ABOVE THIS LINE
FOR RECORDER

WELL AND ELECTRIC AGREEMENT

This Agreement entered into this 25th day of October, 2022, by and between Roger A. Brehm and Lois M. Brehm, husband and wife, hereinafter "First Parties", and Kristin M. Leuchs and Eric J. Leuchs, wife and husband, hereinafter "Second Parties".

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

Parcel 2022-108, in part of Parcel 2021-41 in the Southeast Quarter of the Northeast Quarter of Section 19, Township 88 North, Range 3 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2022, Page 2767

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

Parcel 2022-107, in part of Parcel 2021-41 in the Southeast Quarter of the Northeast Quarter of Section 19, Township 88 North, Range 3 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2022, Page 2767

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

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 First Parties' 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.

2. The Parties agree that the owners of each parcel of real estate 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 hundred percent (100%) by First Parties until Second Parties complete the construction of a dwelling on Second Parties' real estate. After construction of a dwelling is completed on Second Parties' real estate 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 fifty percent (50%) by First Parties and fifty percent (50%) by Second Parties. The cost of any repair, maintenance or replacement to the individual water lines providing water to each Parties real estate shall be paid by the owner of the real estate.
3. The cost of electricity to pump water or otherwise supply the real estate shall be paid one hundred percent (100%) by First Parties until Second Parties complete the construction of a dwelling on Second Parties' real estate. After construction of a dwelling is completed on Second Parties' real estate First Parties shall pay fifty percent (50%) of the of the cost of the electricity to pump water and Second Parties shall pay fifty percent (50%) of the cost of the electricity to pump water. At such time as Second Parties complete construction of a dwelling, First Parties shall obtain a separate electrical meter for their real estate.
4. Each party grants on to 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 electric meter, water lines, well and associated equipment and also grant an easement for any needed inspection, maintenance, repair and replacement of the well or electrical 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. It is agreed between the Parties that water and electric lines shall be located on the Utility Easement shown on the Plat of Parcels 2022-107 and 2022-108 as recorded in Book 2022, Page 2767 of the records of the Delaware County Recorder.
5. Both parties agree that there shall be no commercial use of the water from the well and that only that normal residential or agricultural usage shall be allowed by either party using the well.
6. This Agreement shall be binding upon the parties hereto, their heirs, successors and/or assigns and shall be considered an Agreement that runs with the land.

First Parties

Roger A Brehm
Roger A. Brehm

Lois M Brehm
Lois M. Brehm

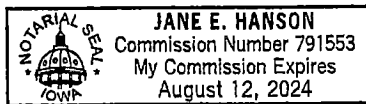
Second Parties

Kristin M Leuchs
Kristin M. Leuchs

Eric J Leuchs
Eric J. Leuchs

STATE OF IOWA, COUNTY OF DELAWARE, ss:

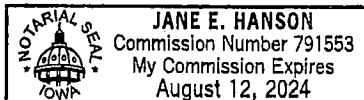
On this 25th day of October, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Roger A. Brehm and Lois M. Brehm, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Jane E. Hanson
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 25th day of October, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Kristin M. Leuchs and Eric J. Leuchs, wife and husband, 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.



Jane E. Hanson
Notary Public in and for the State of Iowa