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Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

Prepared by and return to: E. Michael Carr, Attorney, Box 333, Manchester, Iowa 52057 (563) 927-4164  
Grantors: Dale Joseph Keith Grantees: Marlys E. Rees

## WELL AGREEMENT

Dale Joseph Keith, a single person, hereinafter Keith; and Marlys E. Rees, a single person, hereinafter Rees, in consideration of their mutual promises and performances herein agree as follows:

1. Rees is the owner of the following described real estate:

Parcel B in the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-Three (23), Township Eighty-Eight (88) North, Range Four (4) West of the 5<sup>th</sup> P.M., in Delaware County, Iowa, according to the recorded plat thereof, in Book 2012, page 3530

2. Keith is owner of the following described real estate:

West Half (W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Section Twenty-Four (24), Township Eighty-Eight (88) North, Range Four (4) West of the 5<sup>th</sup> P.M., in Delaware County, Iowa

3. A well is located on the Keith property which lies approximately 300 feet Southeast of the Rees property.

4. The Rees property is granted the use of water from the well on the Keith property.

5. This agreement replaces the easement shown in the Quit Claim Deed dated September 26, 2012, recorded in Book 2012, Page 4255 in Delaware County, Iowa.

6. Any repairs to the well, pumps, connecting lines, or replacement of the well shall be shared equally by the parties. The electricity for the pumping of the water shall also be shared equally by the parties.

7. Keith grants to Rees an easement to the well for inspection, maintenance, repair or replacement.

8. The water use by Rees shall be restricted to use for reasonable residential purposes and no commercial or agricultural water use shall be allowed without prior approval by Keith.

9. Both parties understand and agree that there is no warranty express or implied as to the quality of the water produced or supplied.

10. Nothing herein should be construed or prohibit Rees from installing a well on the Rees property which would remove both the parties hereto from any further obligation herein.

11. This agreement shall terminate upon the death of Marlys Rees or the sale of the Rees property.

12. This well agreement shall be binding upon the successors to the Keith property for as long as it has not been terminated. Termination can also be made by a mutual agreement of the parties hereto.

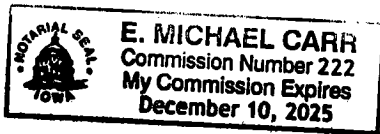
Dated this 20<sup>th</sup> day of September, 2023.

Dale Joseph Keith  
Dale Joseph Keith  
A/K/A D. Joe Keith

Marlys E. Rees  
Marlys E. Rees

STATE OF IOWA            )  
  ) SS  
DELAWARE COUNTY        )

On this 20 day of September, 2023 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Dale Joseph Keith to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



E. Michael Carr  
Notary Public in and for State of Iowa

STATE OF IOWA            )  
  ) SS  
DELAWARE COUNTY        )

On this 20 day of September, 2023 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Marlys E. Rees to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



E. Michael Carr  
Notary Public in and for State of Iowa