

Recorded: 8/1/2024 at 12:39:39.0 PM
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$20.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 1845

Prepared by & Return to: Carolyn C. Davis, Locher & Davis, PLC 225 1st Ave E, Dyersville, Iowa 52040 Phone: 563-875-9112

WELL AND WATER AGREEMENT

This Agreement is made and entered into this 31st day of July, 2024, by and between Dale J. Jaeger and Marlene R. Jaeger, husband and wife, hereinafter "First Party", and Scott H. Sciler, a single person and Stacey R. Aldrich, a single person, hereinafter "Second Party";

WHEREAS, First Party owns Tract 1 legally described as:

Tract 1: The North Three Fourths (N3/4) of the Northwest Quarter (NW ¼) of Section Twelve (12), all in Township Eighty-Seven (87) North, Range Three (3) West of the Fifth P.M., except beginning at point Thirty-Two (32) rods South of the Northwest corner of the Northeast Quarter of the Northwest Quarter, thence North Thirty-two (32) rods thence East Eighty (80) rods on Section line, thence South Sixty (60) rods, thence Northwesterly to beginning, and except Parcel F (according to plat recorded in Book 2001, Page 4356), subject to roadway and also except Parcel 2024-26 Part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Twelve (12), Township Eighty-Seven North (T87N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2024, Page 838

upon which a water well is located; and

WHEREAS, Second Party Owns Tract 2 legally described as:

Parcel 2024-26 Part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Twelve (12), Township Eighty-Seven North (T87N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2024, Page 838

WHEREAS, the undersigned respective owners of the above-described real estate desire to reduce to writing the agreement between them in connection with the Water Well and Water Service.

NOW AND THEREFORE, for the consideration of the mutual covenants made below and for other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, Dale J. Jaeger and Marlene R. Jaeger, owners of Tract 1 and Scott H. Seiler and Stacey R. Aldrich, owners of Tract 2, agree as follows:

1. Agreement. There is a well located on Tract 1 owned by First Party. Said well is now in existence and supplies water to Tract 1 for a residence, building site, and agricultural ground. There are water lines which run under Tract 1 that are used for the purpose of providing water from the well to Tract 1. Further, the well, pump and controls are located on Tract 1. Further, the electricity needed to operate the pump is included in the electric bill which First Party (owner of Tract 1) receives from the utility company providing electricity. The parties agree the cost of all future electric bills related to the well and pump shall be borne 50% by the owner of Tract 1 and 50% by the owner of Tract 2.

It is the intent of the owners of Tract 1 and Tract 2 that water lines shall be installed under Tract 2 to provide Tract 2 with water for residential purposes. The cost of installation shall be borne 100% on the owner of Tract 2.

Each party grants unto the other an easement over so much of the property owned by the other as may be necessary to make the repairs, provide maintenance, replace the lines, and do such other work as is necessary in order to keep the well and water system in good repair. In the event either party is required to provide maintenance on those elements benefiting said party and the maintenance disturbs the property of the other party, the party for whose benefit the maintenance is made shall repair the damage to the property of the other party and shall restore the said property to as good a condition as prior to the maintenance work being effected. Both parties agree that they shall not build any structures or allow any accumulations of junk, debris or materials of any kind at any place which would interfere with the well, pump, or water lines used by the parties in common.

2. Maintenance. The cost of maintaining the well, water lines, pump and controls, including the cost of maintenance, repairs, improvements and replacement, if necessary, shall be borne 50% on the owner of Tract 1 and 50% on the owner of Tract 2.
3. Shared Use. Neither Tract owner guarantees the purity or quality of water to the other Tract owners. Further, either Tract owner shall be entitled at the expense of said Tract owner to install such water purification equipment and devices at such Tract owner's expense, for the furnishing of pure water for that Tract owner, and upon such Tract. Owners of Tract 1 and Tract 2 agree not to make exclusive demands on the well.
4. Covenants Running with the Land. This Well and Water Agreement shall be a permanent agreement running with the land. This Agreement shall be binding and inure to the benefit of the successors, heirs, and assigns of the owners of the two Tracts herein described. This Agreement shall continue for so long as there shall be a well providing water from Tract 1 to Tract 2. In the event the owner of Tract 2 decides to drill their own well, this Agreement shall terminate in full and the new well shall be located on Tract 2.

Agreed to this 31st day of July, 2024.

FIRST PARTY

Dale Jaeger
Dale J. Jaeger

Marlene R. Jaeger
Marlene R. Jaeger

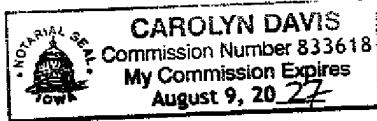
SECOND PARTY

Scott H. Seiler
Scott H. Seiler

Stacey R. Aldrich
Stacey R. Aldrich

STATE OF IOWA, COUNTY OF DUBUQUE

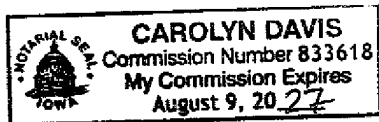
This record was acknowledged before me on July 31, 2024 by Dale J. Jaeger and Marlene R. Jaeger, husband and wife.



Carolyn Davis
Signature of Notary Public

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me on July 31, 2024 by Scott H. Seiler, a single person, and Stacey R. Aldrich, a single person.



Carolyn Davis
Signature of Notary Public