



Book 2026 Page 1230

Document 2026 1230 Type 06 006 Pages 4

Date 5/14/2026 Time 1:03:04PM

Rec Amt \$22.00

**Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA**

Prepared by and return to: Steven E. Carr, Attorney, Box 333, Manchester, Iowa 52057 (563) 927-4164

WELL AND DRIVEWAY AGREEMENT

Olivia M. Neuhaus and Philip A. Neuhaus, wife and husband (“First Party”) are the owners of the following described real estate:

Lot Two (2) of Neuhaus Third Subdivision a Subdivision of Parcel 2024-103 in the NE 1/4 – SW 1/4 And in the SE 1/4 – SW 1/4 of Section 1, T89N, R6W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2026, Page 682.

Olivia M. Neuhaus and Philip A. Neuhaus wife and husband (“Second Party”) are owners of the following described real estate:

Lot Three (3) of Neuhaus Third Subdivision a Subdivision of Parcel 2024-103 in the NE 1/4 – SW 1/4 And in the SE 1/4 – SW 1/4 of Section 1, T89N, R6W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2026, Page 682.

Olivia M. Neuhaus and Philip A. Neuhaus, wife and husband (“Third Party”) are owners of the following described real estate:

Lot Four (4) of Neuhaus Third Subdivision a Subdivision of Parcel 2024-103 in the NE 1/4 – SW 1/4 And in the SE 1/4 – SW 1/4 of Section 1, T89N, R6W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2026, Page 682.

For purposes of this agreement, the following described real estate shall be considered an extension of Lot 4 above if acquired by the same owner and only one residence is located on the two lots.

Lot Five (5) of Neuhaus Third Subdivision a Subdivision of Parcel 2024-103 in the NE 1/4 – SW 1/4 And in the SE 1/4 – SW 1/4 of Section 1, T89N, R6W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2026, Page 682.

WELL

1. A well is located on Lot 4 that shall serve all three properties.
2. Any repairs or replacement of the well including the pressure tank shall be shared equally by all parties.
3. Each party will be solely responsible for the cost of hooking onto the well and any repair, maintenance or replacement of their respective water line.
4. Third Party grants to First Party and Second Party an easement to the well for inspection, maintenance, repair or replacement.
5. First Party and Second Party shall each pay to Third Party a monthly amount for electricity for the pumping of water that is proportionate to the number of parties hooked onto the well. This amount may periodically be adjusted as necessary.
6. The parties understand and agree that there is no warranty as to the quality of the water produced or supplied.
7. Nothing herein should be construed or prohibit First Party and Second Party from building an independent well which would remove the building party from any further obligation herein.

DRIVEWAY

1. A driveway provides access to all three properties with the possibility of more as described in #4 below.

2. Cost of snow removal shall be shared equally by the parties who have made improvements to their real estate.

3. Cost of maintenance and improvements to the driveway shall be shared equally by the parties who have made improvements to their real estate. There must be unanimous consent by those parties to share the cost of installing a hard surface if such proposal is made.

4. In the event Phillip A. Neuhaus or Olivia M. Neuhaus (together hereinafter "Neuhaus") acquire all or a portion of land adjacent to the east of Neuhaus Third Subdivision, the southern portion of Lot 3 will be used to provide access to thereto. Said land for potential acquisition consists of:

Parcel 2023-80 and Parcel 2023-81 in part of the West Half of the Southeast Quarter of Section 1, Township 89 North, Range 6 West of the 5th P.M., Delaware County, Iowa as described in Plat of Survey in Book 2023, Page 2567 in the office of the Delaware County Recorder.

The cost of extending the driveway shall be at Neuhaus' expense. Payment of all costs related to the extended driveway thereafter shall be agreed to by owners of the additional properties served. The agreement for costs related to the original portion of the driveway shall be separate from the agreement for costs related to the extended portion of the driveway in all respects.

This Well and Driveway Agreement shall run with the land and be binding upon the heirs, successors and assigns of the parties hereto.

Dated this 14th day of May, 2026.

Olivia Neuhaus
Olivia M. Neuhaus

Philip A. Neuhaus
Philip A. Neuhaus

STATE OF IOWA, COUNTY OF DELAWARE, ss.

This instrument was acknowledged before me on this 14th day of May, 2026 by Olivia M. Neuhaus and Philip A. Neuhaus.

Steven E. Carr
Notary Public in and for the State of Iowa.

