WATER WELL AGREEMENT

This Agreement is made between Ronald F. Digmann and Diana L. Digmann (hereinafter referred to as Digmann) who are the owners of the following described real estate situated in Delaware County, Iowa:

> Lot Three (3), except the East twenty-seven (27.0) feet thereof, of the Subdivision of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Four (4), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M., according to plat recorded in Book A Plats, Page 29.

And, Cindy Fessler (hereinafter referred to as Fessler) owner of the following described real estate situated in Delaware County, Iowa:

> South Half (S½) of Lot Two (2) of the Subdivision of the Northwest Quarter of the Northwest Quarter (NW¼) of Section Four (4), Township Eighty Nine (89) North, Range Three (3), West of the 5th P.M., except that part described as commencing at the Southeast Corner of said Lot 2, and running thence North fifty three and one-half (53½) feet, thence West thirty fee, thence South fifty three and one-half (53½) feet, thence East thirty (30) feet to point of beginning, together with all improvements thereon.

Parties acknowledge that both of the above-described properties have access to a shared water well located on the Digmann property and that water from the well is currently being piped to the Fessler property.

Digmann agrees to furnish water from the well to Fessler in consideration of Fessler paying to Digmann an amount equal to three (3) times the minimum monthly residential water rate charged by the City of Hopkinton, Iowa, which is currently $7.25. Said sum shall be paid by Fessler to Digmann in one annual payment on or before December 1, 1992, and each December 1 thereafter for the following calendar year. Therefore, at the current residential water rate of $7.25 per month, the initial monthly water rate charged to Fessler pursuant to this Agreement would be $21.75 or $261.00 per year, the first such payment due December 1, 1992. In the event the minimum monthly residential water rate as charged by the City of Hopkinton, Iowa, shall be increased during the calendar year, Fessler shall pay to Digmann the additional amount owed in accordance with said rate increase.

Digmann reserves the right to place a meter on the well in order to determine the exact number of gallons of water flowing from the well to the Fessler property. in the event that such a meter is placed on the well, the parties agree that Fessler shall pay to Digmann an amount based on the number of gallons

FILE No. 242-1717
RECORDING FEE $ 15.00
TRANSFER FEE $
FILED FOR RECORD THE 4 DAY OF Dec, 19 92 AT 2:39 O'CLOCK P. M. BOOK 3 PAGE 187
STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

of water used by Fessler based on three times the monthly water rates of the City of Hopkinton, Iowa, which are in effect at that time. The parties agree that the current City rates are $7.25 per month for the use of up to 6,000 gallons, and there is a $1.30 charge per 1,000 gallons for the next 44,000 gallons used and a charge of 50¢ per 1,000 gallons for anything over 50,000 gallons.

Digmann shall be responsible for repair and maintenance of the water well equipment. Fessler shall be responsible for the costs of repair, maintenance and/or replacement of water pipes leading from the existing well to the Fessler property. Fessler is hereby granted rights of ingress and egress onto the Digmann property for purposes of repair, maintenance and/or replacement of said water pipes.

Digmann does not warrant the quality or fitness of the water from the well, and the parties agree that Digmann shall have no liability for any damages resulting from any use of the water from the well.

This Agreement shall terminate on September 1, 1999 or at an earlier date if agreed to, in writing, by the parties. In the event it becomes necessary to replace the existing well for reasons of lack of sufficient water pressure, the well becomes dry or if the quality of the water becomes unfir for residential use, this Agreement shall terminate at that time, and the parties may then negotiate concerning the construction of a new shared well or individual wells.

This Agreement shall be binding on all successors in interest to the parties.

Ronald F. Digmann
RONALD F. DIGMANN

Cindy Fessler
CINDY FESSLER

Diana L. Digmann
DIANA L. DIGMANN

STATE OF IOWA)
) ss
COUNTY OF JONES)

On this 25th day of November, 1992, before the undersigned, a notary public in and for the State of Iowa, personally appeared RONALD F. DIGMANN and DIANA L. DIGMANN, to me personally known and who did by me being duly sworn on oath, did acknowledge the execution of this instrument to be their voluntary act and deed.

NOTARY PUBLIC IN AND FOR THE STATE OF IOWA N L Strittmatter

STATE OF IOWA)
) §
COUNTY OF *DUBUQUE*)

On this *11th* day of *November*, 1992, before the undersigned, a notary public in and for the State of Iowa, personally appeared CINDY FESSLER, to me personally known and who did by me being duly sworn on oath, did acknowledge the execution of this instrument to be her voluntary act and deed.



NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA Thomas H Jenk

242-1717

DELAWARE COUNTY IOWA
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RECORDER

$15.00

RONALD F. DIGMANN, ETAL

TO

CINDY FESSLER

✓
ENJ.

Tom Jenk
Box 247
Dyersville, IA 52040