Citizens State BK Hopkinton

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DELAWARE COUNTY IOWA
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DEBORAH L PENN
DELAWARE CO. RECORDER
21.00

Prepared by: Michael Bowman, P.O. Box 351, Monticello, IA 52310 319-465-5448

WELL AGREEMENT

COMES NOW Steven C. Tucker and Sheri Ann Tucker, husband and wife, (hereafter "Tuckers") and Richard Paul Smith (hereafter "Smith") and Augustine M. Dettbarn and Mary Kay Dettbarn, husband and wife, (hereafter "Dettbarn") and hereby set out in this document an agreement between the parties as concerns waterlines and a joint well.

1. Tuckers are the owners of Lots 5, 6, 7, and 8 of Table Rock Addition A Subdivision of Blocks 21 and 22, Hopkinton Second Addition by H.A. Carter to Hopkinton, Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 44.

2. Smith is the owner of Lot 9 of Table Rock Addition A Subdivision of Blocks 21 and 22, Hopkinton Second Addition by H.A. Carter to Hopkinton, Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 44. Dettbarn is the owner of Lot 4 of Table Rock Addition.

3. A well is located near the boundary line of said Lots 6 and 7, and is currently owned by Tuckers.

4. In consideration of the mutual promises contained herein, the parties agree as follows:

A. Smith, at his own expense, shall lay a waterline and install curb boxes connecting the well to Lots 4, 5, 8, and 9 of the subdivision. The exact location of the waterlines and specs of installation shall be agreed to by the parties and shall comply with all state, county, and local codes and ordinances. Three pressure tanks will be installed in the well pit by Tuckers.

B. All owners of said lots shall have the rights and obligations to use the well water for domestic use on the terms and conditions set forth herein.

Owners of Lots 4, 5, 6, 7, 8, and 9 of said subdivision shall not construct their own well and waterline system, unless such is necessary for non-domestic use and is agreed to by 100% of the lot owners.

C. All necessary water to be used for domestic purposes on the Lots herein referred to shall be furnished from said well.

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D. The cost of repairs, maintenance and upkeep of the well, pumps and pipes, shall be shared equally by the owners of all developed lots, with one share being paid by the owner of each developed lot. The respective owners of each and all of the respective Lots served shall be responsible for and pay all of the cost of construction, upkeep, maintenance, repair and service of that portion of the water service system that is described as the saddle location on the water main, and from there into and on the private property of the lot being served, including the water stop box and pressure tanks.

This obligation does not affect the installation of waterline obligations assumed by Smith herein.

E. Each of the respective owners of the developed lots being served by the well or in the event of multiple family units constructed on any of the lots, then the owner of each of the units shall a water charge in the amount of $10.00 per month per unit, payable in advance on the first day of each month, to the landowners association herein described. The $10.00 per month charged provided for shall be in effect until modified by agreement as soon as more than one party has developed their property and hooked up and is using the water system. These charges shall be used to offset continuing costs as determined by the landowners association.

F. It is mandatory that each and all of the owners of the building lots hereinbefore described agree to the terms of this Water Rights Agreement and agree to be bound by the terms thereof. The acceptance of a deed to any of the foregoing lots shall constitute an acceptance by the grantee, his heirs, administrators, successors, and assigns, of this Agreement.

G. Maintenance and improvements of the water system shall be the responsibility of all developed lot owners whose property is serviced by the well. Costs shall be shared equally, regardless of water usage. A landowners association will be formed for purposes of water system maintenance and upkeep. All lot owners shall be members of this association. All decisions will be made by majority rule. Any request for variance made by lot owners will also be determined and decided by the landowners association.

H. This Water Rights Agreement shall terminate without further action of any of the parties hereto at such time as the City of Hopkinton or any other political subdivision shall construct a water supply in said subdivision or immediately adjacent thereto, which supply and use shall be both available and required for the property owners herein.

I. In consideration of the terms of the agreement there is hereby granted to the landowners association and to the owners of each of the respective building lots referred to herein, an easement, over, through and across all of the building lots for the installation, maintenance of all necessary water lines, together with the right of ingress and egress therefrom for the purpose of installment and maintaining all such necessary lines.

J. The term "domestic use" shall mean only that water normally considered to be reasonably necessary for the operation of a household as a residence and shall include use for sprinkling of lawns, washing of automobiles of the residents, and watering of any pets, but shall not include the use of water for any portable swimming pool, unless expressly allowed in writing, by the landowners association. In addition, domestic use of water shall not include water used for any commercial purpose.

K. Nothing herein contained shall be construed to make or constitute a public utility.

L. The landowners association shall have the right to terminate service to any lot where the owners of said lot fails or refuses after receipt of notice by certified mail to pay any water charge provided for herein. Unpaid assessments made by the landowners shall constitute a lien against the property of the owners whose responsibility remains unfulfilled.

M. This agreement shall be binding upon the heirs, administrators, successors and assigns of all of the parties hereto.

Signed and executed at Delaware County, Iowa, this 30th day of July, 1998.

Steven C. Tucker
Steven C. Tucker

Sheri A. Tucker
Sheri Ann Tucker

Richard Paul Smith
Richard Paul Smith

Augustine M. Dettbarn
Augustine M. Dettbarn

Mary Kay Dettbarn
Mary Kay Dettbarn

STATE OF IOWA, COUNTY OF JONES, ss.

On this 30th day of July, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Steven C. Tucker, Sheri Ann Tucker, Richard Paul Smith, Augustine M. Dettbarn and Mary Kay Dettbarn to me personally known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Keith A Kramer
Notary Public

