DELAWARE COUNTY IOWA
FILED
1999 FEB -9 AM 10:45
BOOK 199 PAGE 458
DEBORAH L. PAYTON
DELAWARE CO. RECORDER
16.00

Prepared by: Michael A Bowman, 114 S. Cedar Manchester Iowa 319/927-5548

WELL AGREEMENT

COMES NOW Augustine M. Dettbarn and Mary Kay Dettbarn, husband and wife (hereafter "Dettbarns") and Kent D. Walton and Lisa M. Walton, husband and wife, (hereafter "Waltons") and hereby set out in this document an agreement between the parties as concerns waterline and a joint well.

1. Dettbarns are the owners of Lots 2 and 3 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. Waltons are the owners of Lot 1 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 4. Dettbarn is the owner of Lot 4 of Table Rock Addition.

3. The parties agree to enter into a joint well agreement for a well to be built on Lot 2.

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

A. The parties shall dig and install a well and pump and shall lay a waterline connecting the well to Lots 1, 2 and 3 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. The well work shall be done by June 1, 1999.

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.

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

D. The cost of electricity, repairs, maintenance and upkeep of the well, pump and pipes, shall be shared equally by the owners of the three lots, with one share being paid by the owner of each 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 services of that portion of the water service system that is located on their individual properties. Dettbarns agree to lay the initial waterline across Lot 2 at their expense.

E. Maintenance and improvements of the water system shall be the responsibility of all lot owners whose property is serviced by the well. Costs shall be shared equally, regardless of water usage.

F. In consideration of the terms of the agreement there is hereby granted to the owners of each of the respective 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.

G. 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 purposes.

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

I. 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 3 day of February, 1998.

Augustine M. Dettbarn

Augustine M. Dettbarn

Kent D. Walton

Kent D. Walton

Mary Kay Dettbarn

Mark Kay Dettbarn

Lisa M. Walton

Lisa M. Walton

STATE OF IOWA)
) ss.
JONES COUNTY)

On this 3 day of February, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Augustine M. Dettbarn, Mary Kay Dettbarn, Kent D. Walton, and Lisa M. Walton 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.

Notary Public Michael A Bowman