DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$11.00

CSB

Todd J. Locher, 202 2nd Avenue NW, Farley, IA 52046 319-744-3359

WELL WATER COVENANTS AND EASEMENT

The undersigned owners of the following described real estate hereby make the following declarations imposing Well Water Covenants and Easements:

Parcel 1: The Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) EXCEPT the North four hundred (400) feet of the West one hundred seventy six (176) feet thereof, of Section Thirty Four (34), Township Ninety (90) North, Range Four (4), West of the Fifth P.M., in Delaware County, Iowa.

Parcel 2: The North four hundred (400) feet of the West one hundred seventy six (176) feet of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Thirty Four (34), Township Ninety (90) North, Range Four (4), West of the Fifth P.M., in Delaware County, Iowa.

The undersigned hereby specify that said declaration shall constitute covenants to run with all of said lots, as provided by law, and shall be binding upon all parties and all persons claiming under them and for the benefit of all future owners of said lots.

1. On Parcel 1 there exists a water well, submersible pump, piping, well equipment and pressure tank.

2. The current owners and any successors, heirs and assigns of Parcel 2 shall have the right to the continued use of the well water system located on Parcel 1.

3. So long as James G. Rolfes and Nancy Rolfes remain the owners of Parcel 2, no monthly payment shall be required for their use of the well located on Parcel 1.

4. This declaration also grants the owners of Parcel 2 the right of ingress and egress over Parcel 1 to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water piping upon, over, along, under and across Parcel 1 in order to provide water from the well to Parcel 2. The owners of Parcel 2 shall be solely responsible for such repairs. Further, the owners of Parcel 2 shall restore Parcel 1 to the condition it was in prior to any disturbance of the land.

5. The cost of maintenance, repair and replacement of the well, pump and pressure tank shall be shared between the owners of Parcel 1 and Parcel 2.

6. None of the undersigned owners of Parcel 1 or Parcel 2 guarantee the quality or quantity of the water from the well.

7. The water supplied by the well to Parcel 2 shall be used solely for domestic purposes and shall not be used for commercial purposes. The water shall not be used for irrigation purposes. This covenant is to supply water to one single family residential dwelling on Parcel 2. The undersigned acknowledge that the owners of Parcel 1 use the well for residential and farming purposes, which said use is approved by the undersigned.

8. If the owners of Parcel 2 fail to pay their portion of the shared expenses as set forth in this agreement, the owner of Parcel 1 has the right to terminate water service to the

nonpaying party upon thirty (30) day written notice. Notice shall be deemed received by the party on the date mailed. The non paying party shall be responsible for the cost of disconnection.

9. This agreement may be voided upon 30 day written notice by the owners of Parcel 2 to the owners of Parcel 1. Any costs of disconnection shall be paid by the owners of Parcel 2.

Dated this 1st day of December, 1999.

OWNERS OF PARCEL 1:

Dennis F. Rolfes

Jeanne T. Rolfes

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

Subscribed and sworn to before me on this 1st day of December, 1999, by Dennis F. Rolfes and Jeanne T. Rolfes, husband and wife.

LISA A. MAURER
MY COMMISSION EXPIRES
1-19-2001

Lisa A. Maurer
, Notary Public

OWNERS OF PARCEL 2:

James G. Rolfes

Nancy Rolfes

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

Subscribed and sworn to before me on this 1st day of December, 1999, by James G. Rolfes and Nancy Rolfes, husband and wife.

LISA A. MAURER
MY COMMISSION EXPIRES
1-19-2001

Lisa A. Maurer
, Notary Public