DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO RECORDER
23.00

Prepared by: Tom Jenk, P.O. Box 304, Dyersville, IA 52040-0304 (563)875-9112

WELL WATER COVENANTS AND EASEMENT

THIS AGREEMENT entered into between Paul A. Faust, Owner of Parcel B and C in the SW¼ of Section 19, Township 88 North, Range 5 West, Delaware County, Iowa, does hereby grant to the new Owner of Parcel C in the SW¼ of Section 19, Township 88 North, Range 5 West of the 5th P.M., Delaware County, Iowa, the following covenants to run with said parcels which shall be binding upon all parties and all persons claiming under them and for the benefit of all future owners of said parcels (lots), the following:

1. That the water well, submersible pump, piping, well equipment, and pressure tank is located on Parcel B as indicated on the plat duly filed showing Parcel B and C in the SW¼ of Section 19, Township 88 North, Range 5 West of the 5th P.M., Delaware County, and that

2. The current owner is Paul A. Faust, and that any successors, heirs and assigns of either Parcel B or C above described shall have the right to continue use of the well water system located on Parcel B.

3. At the present time the owner of B and C is Paul A. Faust who is selling Parcel B to Randy VanDeVegte.

4. That this declaration also grants the future owner of Parcel C the right of ingress and egress over Parcel B to repair, maintain, service, replace and remove water piping upon, over, along, under and across Parcel B in order to provide water from the well located on Parcel B to the house on Parcel C. That the owner of Parcel C shall be solely responsible for any repairs and the new waterlines to the house on Parcel C. Furthermore, the owner of Parcel C shall be entirely responsible for restoring Parcel B to the condition it was in prior to any disturbance of the land to repair or to put in new waterlines.

5. That the owner of Parcel B and owner of Parcel C shall agree that the electrical cost to operate said well will be split evenly with

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the cost to be determined by the owner of Parcel B. In the event an electrical meter and water meter is placed on the well, the parties agree that the cost of the meter shall be split evenly and that the percentage of the cost of operation of said well will be based upon the meter readings of both the owner of Parcel B and Parcel C and that the electrical bill will be based on the same percentage.

6. That the cost of maintenance, repair, replacement, and electrical expense necessary to operate the well, pump, and pressure tank shall be shared equally between the owners of Parcel B and C.

7. That the location of the well is as shown on said plat, a copy hereto attached marked Exhibit "A" and made part of this agreement.

8. That none of the undersigned owners or owner of Parcel B and Parcel C guarantee the quality or quantity of the water from the well.

9. That the water supplied by the well shall be used for business and residential purposes for this covenant is to supply water to the business and residential use of the owners of Parcel B and Parcel C.

10. In the event of a casualty or disaster, including, but not limited to, power failure or damage by lightening not within the reasonable control of the Owner of either Parcel B or Parcel C which shall cause failure to the water supply, that both parties shall take all reasonable necessary steps to immediately restore and repair service as soon as reasonably possible.

11. Nothing contained herein shall require the Owner of Parcel C to construct their own well or to obtain water from another source, and if it is their desire to construct their own well or to obtain water from another source they may do so without any liability to the owner of Parcel B upon giving written notification to the owner of Parcel B that the owners of Parcel C no longer want to

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use the pump or the water from the well. That this agreement shall then terminate.

12. That this written agreement shall be voided upon thirty (30) day notification by Owner of Parcel C to the Owner of Parcel B and that any cost of disconnection shall be paid by the owner of Parcel C.

13. It is further agreed and understood that the rights herein shall be included with title of the land herein and shall pass to all future owners of said property and shall not be limited by any owner thereof to the detriment of the remaining owner.

14. That this Water Well Agreement shall also terminate without further action of any of the parties hereto at such a time as the City of Manchester shall construct a water supply to said homes or immediately adjacent thereto which supply shall be available for the use of the property owners herein.

15. That neither party makes any representations, express or implied in regards to the status of the well, state of repair, nor suitability for producing water fit for human consumption and further agrees if the well dries up or if there is some other unintentional disruption in service during the terms of this agreement that neither party shall be obligated to supply water to the other during the disruption of said service.

16. In the event it is necessary to replace the existing well for the reason of lack of sufficient water pressure, the well becomes dry, or if the quality of water becomes unfit for residential use, this agreement shall terminate at that time and the parties may then negotiate or renegotiate concerning the construction of a new shared well or individual wells.

17. The above stated rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties.

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18. That this agreement shall be recorded in the Delaware County Recorder's Office upon the signing of this agreement at the expense of both parties.

Dated this 18th day of October, 2004.

CURRENT OWNER OF PARCEL B
And PARCEL C

Paul A. Faust

Paul A. Faust

PURCHASER OF PARCEL B

Randy VanDeVegte

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 18th day of October, 2004, before the undersigned, a Notary Public in and for the State of Iowa, personally appeared Paul A. Faust, to me personally known and who did by me being duly sworn on oath, did acknowledge the execution of this instrument to be his voluntary act and deed.

JANET M DIERS
Commission Number 724870
My Commission Expires
October 3, 2006

Janet M. Diers

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 18th day of October, 2004, before the undersigned, a Notary Public in and for the State of Iowa, personally appeared Randy VanDeVegte, to me personally known and who did by me being duly sworn on oath, did acknowledge the execution of this instrument to be his voluntary act and deed.

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