DELAWARE COUNTY IOWA
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BOOK 2003 PAGE 4876
DEBORAH L. PEYTON
DELAWARE CO RECORDER
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Prepared by: Attorney Tom Jenk, Box 304, Dyersville, Iowa 52040-0304 (563) 875-9112

WELL AGREEMENT COVENANTS AND EASEMENT

RE: Lots 3, 8, and 9 of Scenic Hill Terrace 3rd Addition in the SE¼ of the SW¼, Section Twenty-four (24), Township Eighty-nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2003, Page 4876.

THIS AGREEMENT made and entered into between Daniel Deutmeyer and Brenda Deutmeyer, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, Owner of Lot 9, and Loras Feldmann and Vickie Feldmann, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, Owners of Lot 3, and Tom Kruse and Gail Kruse, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, Owners of Lot 8.

That the above named parties are Contract Purchasers of an unrecorded contract of the above described property. Said parties hereby agree to the following:

That the Purchasers will be the owners of the above described property and hereby make the following declarations imposing Well Water Covenants and Easements.

1. That a well to supply water to Lots 3, 8 and 9 of Scenic Hill Terrace 3rd Addition, Delaware County, Iowa, is located by a GPS reading North 42.50115 and West 091.14737 on the property line which is 45' South of the NW corner of Lot 8 and 45' South of the NE corner on the property line of Lot 9 as above described. The undersigned parties hereby grant an easement of 15 feet around said well to the well for general maintenance in addition to the well.

2. That Doris Offermann, single, is selling Lots 3, 8, and 9 to the above named parties and that Doris Offermann as the Owner will deliver deeds along with abstracts to the new owners of Lots 3, 8, and 9.

3. That the cost of drilling said well will be split evenly between the purchasers of Lots 3, 8, and 9. That no cost shall be assessed to Doris Offermann.

4. That the well will be drilled to the property just outside the easement as denoted above.

5. That this agreement is for the current owners and any successors, heirs and assigns of Lots 3, 8, and 9 of Scenic Hill Terrace 3rd Addition.

6. That none of the owners of Lots 3, 8, and 9 of Scenic Hill Terrace 3rd Addition guarantee the quality or quantity of water from said well.

2003-4876 Plat

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7. That the water supplied by said well shall be used solely for residential purposes only which said use is approved by the undersigned. This covenant is to supply water to one single family residential dwelling on each lot.

8. 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 Lots 3, 8 and 9 of Scenic Hill Terrace 3rd Addition. That the shared cost will include the cost of the well, all equipment, operating the well, and the cost of a waterline 5' onto each lot with a shut-off valve in each lot. That all costs of the waterline from the shut-off valve to each owner's house shall be solely paid for by the owner of said property. That all waterlines from the shut-off valve to each owner's house shall be maintained by the owner of said property.

9. That any expense for piping water to the respective lots of the owners of Lots 3, 8, and 9, shall be the cost of the individual lot owner, as will be the cost of maintenance, repair, and replacement.

10. 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 cost of operation of said well will be based upon the meter reading of all of the owners of Lots 3, 8, and 9 and that the electrical will be based upon the same percentage.

11. That the parties of Lots 3, 8, and 9 will be building homesteads on the respective lots and these parties have joined in the cost of said well. That the hookups to said well for Lots 3, 8, and 9 shall be at the expense of each individual lot owner.

12. Nothing contained herein shall require the owners to construct their own wells 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 any of the owners of Lots 3, 8, or 9. It is further agreed that the initial cost of drilling the well shall be split evenly between Lots 3, 8, and 9.

13. That the use of the water shall be for domestic use only and said parties consider normal use to be reasonable and necessary for the operation of the household as a residence which shall also include the sprinkling of the lawns, washing automobiles of the residents, but shall not include the use of water for commercial purposes.

14. That this water agreement shall also terminate without further action of any of the parties hereto at such a time as the City of Dyersville 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.

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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. 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.

18. That this written agreement shall be voided upon thirty (30) day notification as to said owners of Lot 3, 8, or 9, upon 30-day notification by the owner of Lot 3, 8, or 9 that he no longer wants to continue with this agreement. That any cost of disconnection shall be paid by said owner wanting to sever his agreement.

19. 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.

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

21. It is understood that the Owner and Contract Seller of this property, Doris A. Offermann, has not joined in this agreement.

22. That any reference above to Lots 3, 8, and 9 refers to Lots 3, 8, and 9 of Scenic Hill Terrance 3rd Addition in all paragraphs.

Dated at Dyersville, Iowa, this 7TH day of December, 2004.

Loras Feldmann

Daniel Deutmeyer

Vickie Feldmann

Brenda Deutmeyer

Tom Kruse

Gail Kruse

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STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 7th day of December, 2004, before the undersigned, a Notary Public in and for the State of Iowa, personally appeared Daniel Deutmeyer and Brenda Deutmeyer, husband and wife, 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.

TOM JENK
Commission Number 203901
My Comm. Exp. SEP 15, 2006

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 7th day of December, 2004, before the undersigned, a Notary Public in and for the State of Iowa, personally appeared Loras Feldmann and Vickie Feldmann, husband and wife, 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.

TOM JENK
Commission Number 203901
My Comm. Exp. SEP 15, 2006

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 7th day of December, 2004, before the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom Kruse and Gail Kruse, husband and wife, 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.

TOM JENK
Commission Number 203901
My Comm. Exp. SEP 15, 2006

Notary Public in and for the State of Iowa

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