✓ Book 2005 Page 2214
Document 2005 2214 Type 06 006 Pages 4
Date 6/28/2005 Time 9:21 AM
Rec Amt $22.00

DEBORAH L. PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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

CORRECTED

WELL WATER COVENANTS AND EASEMENT

RE: PARCEL 1: Lot Ten (10), Sub NW NW, Section 4, Township 89 North, Range 3 West, Delaware County, Iowa, also known as parcel #180-04-01-016-00

PARCEL 2: Lot Two (2), Klostermann Subdivision, Section 4, Township 89 North, Range 3 West of the 5th P.M. Lot Two (2), Amended Kruse Subdivision, Part NW NW except West 65 feet, Section 4, Township 89 North, Range 3 West of the 5th P.M. Lot Three (3), Amended Kruse Subdivision, Part NW NW, Section 4, Township 89 North, Range 3 West of the 5th P.M.

THIS Easement corrects previous Well Water Covenants and Easement recorded on June 10, 2005, in Book 2005, Page 2047.

THIS AGREEMENT is entered into between Ervin Willenbring and Olga Willenbring, husband and wife, Owners of Parcel 1, and Doug Goedken and ~~Kristen~~ KRISTIN Goedken, husband and wife, Owners of Parcel 2.

1. That the Willenbrings are the Owners of the following described:

PARCEL 1: *Lot Ten (10), Sub NW NW, Section 4, Township 89 North, Range 3 West, Delaware County, Iowa, also known as parcel #180-04-01-016-00*

2. That the Goedkens are the Owners of the following described:

PARCEL 2: *Lot Two (2), Klostermann Subdivision, Section 4, Township 89 North, Range 3 West of the 5th P.M. Lot Two (2), Amended Kruse Subdivision, Part NW NW except West 65 feet, Section 4, Township 89 North, Range 3 West of the 5th P.M. Lot Three (3), Amended Kruse Subdivision, Part NW NW, Section 4, Township 89 North, Range 3 West of the 5th P.M.*

Said property is abutting the Willenbring property.

TOM JENK, P.C.
TOM JENK
ATTORNEY AT LAW
225 - 1ST AVENUE EAST
DYERSVILLE, IOWA 52040-0304
PHONE: (563)875-9112

3. That under this Well Agreement the Willenbrings are granting to the Goedkens use of the water from the well for personal needs for the sum of $110.00 per year for water usage. That this rental fee includes any electricity needed for the well for water for the Goedkens. That said cost shall be renegotiated each and every year on or before the 1st day of July, starting July 1, 2006.

4. The Goedkens hereby agree that any cost of repair of the well shall be shared equally between the Willenbrings and the Goedkens and any other landowner who has well rights to the well located on the Willenbring property.

5. That the parties shall pay an equal proportion as to the number of parties using the well at the time in question of the cost or repair or replacement of the well.

6. It is further agreed that the Willenbrings own the well and pump and are responsible for the upkeep of said well with said upkeep of the well to be split equally proportionately as to the number of parties using said well.

7. That the first payment of $110.00 shall start as of May 1, 2005, and shall continue to July 1, 2006. That each July 1st the $110.00 or renegotiated price shall be paid for the following fiscal year.

8. This declaration also grants the owners of Parcel 2 the right of ingress and egress over Parcel 1 to repair, maintain, service, replace and remove water piping upon, over, along, under and across Parcel 1 in order to provide water from the well to Parcel 2. Further, the owners of Parcel 2 shall restore Parcel 1 to the condition it was in prior to any disturbance of the land.

9. That the Goedkens shall pay the cost of hook-up from the well to the residence the Goedkens and any repair.

10. The Owner of Parcel 1 on which the well is located makes no guaranty of the condition, quality, or quantity of the water in the well.

11. 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 1 or Parcel 2 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.

12. 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

TOM JENK, P.C.
TOM JENK
ATTORNEY AT LAW
225 - 1ST AVENUE EAST
DYERSVILLE, IOWA 52040-0304
PHONE: (563)875-9112

property and shall not be limited by any owner thereof to the detriment of the remaining owner.

13. 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.

14. 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.

15. Nothing contained herein shall require the Owner of Parcel 2 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 1 upon giving written notification to the owner of Parcel 1 that the owners of Parcel 2 no longer want to use the pump or the water from the well. That this agreement shall then terminate.

16. That this written agreement shall be voided upon thirty (30) day notification by the owners of Parcel 2 to Parcel 1. Any cost for disconnection shall be paid by the owners of Parcel 2.

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.

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 at Dyersville, Iowa, this 22nd day of June, 2005.

Ervin Willenbring
Ervin Willenbring

Doug Goedken
Doug Goedken

Olga Willenbring
Olga Willenbring

Kristen M Goedken
Kristen Goedken

TOM JENK, P.C.
TOM JENK
ATTORNEY AT LAW
225 - 1ST AVENUE EAST
DYERSVILLE, IOWA 52040-0304
PHONE: (563)875-9112

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 16th day of June, 2005, before the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ervin Willenbring and Olga Willenbring, 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

Tom Jenk
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 22nd day of June, 2005, before the undersigned, a Notary Public in and for the State of Iowa, personally appeared Doug Goedken and KRISTIN Goedken, 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.

KIMBERLY S. LANGE
COMMISSION NO. 728765
MY COMMISSION EXPIRES
6-2-07

Kimberly S. Lange
Notary Public in and for the State of Iowa

TOM JENK, P.C.
TOM JENK
ATTORNEY AT LAW
225 - 1ST AVENUE EAST
DYERSVILLE, IOWA 52040-0304
PHONE: (563)875-9112