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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

WATER WELL AGREEMENT
Recorder's Cover Sheet

Preparer Information:
Les V. Reddick
Kane, Norby & Reddick, P.C.
2100 Asbury Road, Ste 2
Dubuque, IA 52001

Taxpayer Information:
N/A

Return Document To:
Ewe (R) Daryl H. and Carrie L. Nauman
19720 Xavier Court
Dyersville, Iowa 52040

Grantors:
Daryl H. and Carrie L. Nauman
19720 Xavier Court
Dyersville, Iowa 52040

Grantees:
Ernest and JoAnn Wulfekuhle
19734 Xavier Court
Dyersville, Iowa 52040

Legal Description: See page 2

Document or instrument number of previously recorded documents:

WATER WELL AGREEMENT

Comes now Daryl H. and Carrie L. Nauman, hereinafter known as "Nauman" and Ernest and JoAnn Wulfekuhle, hereinafter known as "Wulfekuhle," the parties to this Water Well Agreement.

It is the intention of Nauman and Wulfekuhle to come to an agreement regarding the Water Well located on the Nauman property described as:

> **Lot Five (5) of Scenic Hill Terrace 2nd Addition Replat, Replat of Lots 1 through 12 of Scenic Hill Terrace 2nd Addition in the SE 1/4 of the SW 1/4, Section 24, T89N, R3W of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2002, Page 3836, subject to easements of record.**

The Water Well is located adjacent to property owned by Wulfekuhle and described as follows:

Lot Six of Scenic Hill Terrace 2nd Addition Replat, Replat of Lots 1 through 12 of Scenic Hill Terrace 2nd Addition in the SE 1/4 of the SW 1/4 Section 24, T89N, R3W of the 5th PM., Delaware County, Iowa, according to plat recorded in Book 2002, Page 3836, subject to easements of record.

In exchange for the benefits of using the water from said well on the Nauman property, the Wulfekuhle's will pay to Nauman one-half of all expenses of said well. Said expenses shall include, but not be limited to, the following: repairs of any parts to operate said well, pump, and related equipment while this Agreement is in place, replacement of any parts used to operate said well, pump, and related equipment while this Agreement is in place, and any and all expenses necessary for the normal maintenance of said well, pump, and related equipment while this Agreement is in place. Nauman shall present a copy of any billing statement for expenses covered under this Agreement to Wulfekuhle and Wulfekuhle shall make payment of one-half of said expense to Nauman within seven (7) days of being presented with said billing statement.

Maintenance, repair and replacement of the water line running from the well to the Wulfekuhle property shall be at the expense of Wulfekuhle and maintenance, repair and replacement of the water line running from the well to the Nauman connection shall be at the expense of Nauman.

Dating Jan 1 2008

Wulfekuhle will pay to Nauman the sum of $10.00 per month for electricity ~~due on the 15th of each month commencing July 15, 2006~~. Semi-Ann D.H.N **Said sum will be renegotiated, if necessary, due to electric rate increases at the discretion of either party.**

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.

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.

This Water Well Agreement shall terminate without further action of any of the parties hereto at such 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.

The covenants, reservations, restrictions and conditions set forth in this Agreement shall be binding upon the owners hereto and their successors and assigns and all of the provisions herein shall be deemed to run with the land.

Signed this 21 **day of** Aug **, 2007.**

Daryl H. Nauman

Ernest Wulfekuhle

Carrie L. Nauman

JoAnn Wulfekuhle

STATE OF IOWA, DUBUQUE COUNTY, SS:

On this 30 **day of** Nov **, 2007, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Daryl H. Nauman and CarrieL. Nauman, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the instrument as their voluntaryact and deed.**

Notary Public in and forsaid County and State

DEBRA A. CALHOUN
Commission Number 160175
My Commission Expires
4/4/09

STATE OF IOWA, DUBUQUE COUNTY, SS:

On this 21 day of August, 2007, before me, the undersigned, a NotaryPublic in and for the State of Iowa, personally appeared Ernest Wulfekuhle and JoAnn Wulfekuhle, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the instrument as their voluntary act and deed.

Joanne Oberbroeckling
Notary Public in and for said County and State

