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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

WELL WATER COVENANT AND EASEMENT

Recorder's Cover Sheet

EW CMG

Preparer Information:
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Taxpayer Information:
Olga Willenbring
3013 - 160th Street
Dyersville, Iowa 52040

Return Address:
Tom Jenk, Attorney at Law
P.O. Box 304
Dyersville, Iowa 52040

Grantors:
Olga Willenbring

Grantees:
Ronald and Sharon Oberbroeckling

Legal Description:
See page 2

Document or instrument number if applicable:

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

Well Water Covenant 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: Lots Six (6), Seven (7) and Eight (8) of the Subdivision of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Four (4), Township Eighty Nine (89) North, Range Three (3), West of the Fifth Principal Meridian, according to plat recorded in Book 2 Plats, Page 6, Delaware County, Iowa.

THIS AGREEMENT is entered into between Olga Willenbring, Owner of Parcel 1, herein after referred to as Olga Willenbring, and Ronald and Sharon Oberbroeckling, husband and wife, Owners of Parcel 2, herein after referred to as the Oberbroeckling's.

1. That Olga Willenbring is the Owner 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 Oberbroeckling's are the Owners of the following described:

PARCEL 2: Lots Six (6), Seven (7) and Eight (8) of the Subdivision of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Four (4), Township Eight Nine (89) North, Range Three (3), West of the Fifth Principal Meridian, according to plat recorded in Book 2 Plats, Page 6, Delaware County, Iowa.

3. That under this Well Agreement Olga Willenbring is granting to the Oberbroeckling's use of the water from the well for personal needs for the sum of $200.00 per year for water usage. That this rental fee includes any electricity needed for the well for water for the Oberbroeckling's. That said cost shall be renegotiated each and every year on or before the 1st day of December, starting December 1, 2009.

4. The Oberbroeckling's hereby agree that any cost of repair of the well shall be shared equally between Olga Willenbring and the Oberbroeckling's and any other landlord who has well rights to the well located on Olga Willenbring's property.

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

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6. It is further agreed that Olga Willenbring owns the well and pump and is 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 $200.00 shall start as of January 1, 2009, and shall continue to January 1, 2010. That each January 1st the $200.00 or renegotiated price shall be paid for the following calendar 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 disturbances of the land.

9. That the Oberbroeckling' shall pay the cost of hook-up from the well to the residence the Oberbroeckling's 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 reasonable control of the Owner or 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 reasonable possible.

12. It is further agreed and understood that the rights herein shall be included with the 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.

13. That neither party makes any representations, express or implied in regards to the status of the well, state or 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.

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15. Nothing contained herein shall require the Owners 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 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. That this is a one-year contract that will automatically renew unless written notification is given thirty (30) days before the renew date.

18. 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.

19. That this agreement shall be recorded in the Delaware County Recorder's Office upon the signing of this agreement at the expense of the Oberbroeckling's. The legal fee associated with the drafting of this Easement shall be at the expense of the Oberbroeckling's.

20. Any increase or decrease in rental shall be given thirty (30) days prior to renewal. There is to be no rebate on any cancellation of rental and that said rental can not be assigned to any other purchaser or renter to said property.

Dated at Dyersville, Iowa, this 10th day of March, 2009.

Mrs Olga Willenbring
Olga Willenbring

Ron Oberbroeckling
Ronald Oberbroeckling

Sharon Oberbroeckling
Sharon Oberbroeckling

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STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 10th day of March, 2009, before the undersigned, a Notary Public in and for the State of Iowa, personally appeared Olga Willenbring, 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.

JOANNE OBERBROECKLING
Commission Number
My Comm. Exp. 9/[illegible]09

Joanne Oberbroeckling
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 18th day of February, 2009, before the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ronald Oberbroeckling and Sharon Oberbroeckling, 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.

KARLA KLUESNER
Commission Number 145960
My Comm. Exp. 1/14/20[illegible]

Karla Kluesner
Notary Public in and for the State of Iowa

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