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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

EW (X)

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Tax Statement Address: N/A

WELL AND EASEMENT AGREEMENT

This Agreement is entered by and between **GARY J. WELCHERT and SANDRA M. WELCHERT**, husband and wife, as owners of real estate described as:

> The South one-half (S½) of that part of Lot One (1) of the Subdivision of Part of the Southeast Quarter (SE¼) of Section Five (5), Township Eighty Nine (89) North, Range Three (3), West of the Fifth Principal Meridian, according to plat recorded in Book 2 Plats, Page 178, described as commencing at the Northeast corner of said Southeast Quarter (SE¼), and running thence South two hundred sixty four (264) feet along the East line of said Southeast Quarter (SE¼) to the point of beginning, thence South 86° 52' 30" West two hundred (200) feet along the most Easterly North line of Lot One (1), thence South four hundred thirty five and six-tenths (435.6) feet, thence North 86° 52' 30" East two hundred (200) feet, thence North four hundred thirty five and six-tenths (435.6) feet along the East line of said Southeast Quarter (SE¼) to the point of beginning.
>
> (hereinafter "Tract I")

And, **ROBERT T. RADABAGH and LYNNE RADABAGH**, husband and wife, as owners of real estate described as:

> The North one-half (S½) of that part of Lot One (1) of the Subdivision of Part of the Southeast Quarter (SE¼) of Section Five (5), Township Eighty Nine (89) North, Range Three (3), West of the Fifth Principal Meridian, according to plat recorded in Book 2 Plats, Page 178, described as commencing at the Northeast corner of said Southeast Quarter (SE¼), and running thence South two hundred sixty four (264) feet along the East line

of said Southeast Quarter (SE¼) to the point of beginning, thence South 86° 52' 30" West two hundred (200) feet along the most Easterly North line of Lot One (1), thence South four hundred thirty five and six-tenths (435.6) feet, thence North 86° 52' 30" East two hundred (200) feet, thence North four hundred thirty five and six-tenths (435.6) feet along the East line of said Southeast Quarter (SE¼) to the point of beginning.

(hereinafter "Tract II");

And, **PETERSBURG FEED MILL, INC.**, as owners of real estate described as:

Parcel I:
Part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) and of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Four (4), Township eighty-nine (89) North, Range Three (3) West of the Fifth P.M., commencing at a point 1023 feet South of the Northwest corner of Southwest Quarter (SW ¼) of Northwest Quarter (NW ¼) aforesaid, running thence East 212 ½ feet, thence South 300 feet, thence West 212 ½ feet, thence North 300 feet to point of beginning,

Parcel II:
Part of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Four (4), Township Eighty-nine (89) North, Range Three (3) West of the Fifth P.M., commencing at a point in the center of the highway on the West line of said section which is three (3) feet South of the Northwest corner of said Northwest Quarter (NW ¼) of Southwest Quarter (SW ¼) of said section, running thence East 212 ½ feet, thence South 80 feet, thence West 212 ½ feet to the center of the highway, thence North 80 feet to point of beginning.

Parcel III:
The North two hundred sixty four (264) feet of the East three hundred thirty (330) feet of the North East quarter of South East quarter of Section Five (5), Township Eighty Nine (89) North, Range Three (3), West of the Fifth Principal Meridian.

(hereinafter "Tract III");

And, **PETERSBURG COMMUNITY CENTER, INC., d/b/a HARTER HALL**, as owners of real estate described as:

Lot Nine (9) of the Subdivision of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Five (5), Township Eighty Nine (89) North, Range Three (3), West of the Fifth Principal Meridian, according to plat recorded in Book 2 Plats, Page 3; and Lot Eight (8) of the Subdivision of the Southeast Quarter (SE¼) of the

Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Five (5), Township Eighty Nine (89) North, Range Three (3), West of the Fifth Principal Meridian, according to plat recorded in Book 2 Plats, Page 3.

(hereinafter "Tract IV");

The purpose of this agreement is to determine and set out the respective rights and duties of the owners of Tract I, II, III, and IV above, with respect to a water well that is located on Tract I, and which well provides water to all four tracts above described. Further, this Agreement is to establish easement rights over the various tracts above as required for the service lines needed to accommodate the provision of water from the well on Tract I, to Tract II, Tract III, and Tract IV.

1. All parties acknowledge that a well is located on Tract I. The owners of Tract I agree that said well is currently, and shall continue to be, the source of water to Tracts I, II, III, and IV for all domestic and residential purposes, as well as existing commercial purposes on Tracts III and IV.

2. The owners of Tracts I, II, III, and IV shall be equally responsible, for the costs of any necessary maintenance and/or repairs to the well and its component parts. The owners of Tract II shall be solely responsible for the costs of repairs and/or maintenance performed on any piping extending from the well to Tract II, unless such repair or service is to a "common" line, being a service line that provides water to other parcels in addition to Tract II, in which case the owners of Tract II shall share equal responsibility with the owner of such other parcels. The owners of Tract III shall be solely responsible for the costs of repairs and/or maintenance performed on any piping extending from the well to Tract III, unless such repair or service is to a "common" line, being a service line that provides water to other parcels in addition to Tract III, in which case the owners of Tract III shall share equal responsibility with the owner of such other parcels. The owners of Tract IV shall be solely responsible for the costs of repairs and/or maintenance performed on any piping extending from the well to Tract IV, unless such repair or service is to a "common" line, being a service line that provides water to other parcels in addition to Tract IV, in which case the owners of Tract IV shall share equal responsibility with the owner of such other parcels.

3. The owners of Tract II shall pay to the owners of Tract I, a fee of $5.00 per month, plus 20¢ for every 200 gallons of water used per month, as recorded by the installed water meter. That sum may change as actual costs and expenses change. Any disputes about the amounts to be paid shall be resolved by a qualified, neutral person capable of determining the actual cost of operation.

The owners of Tract III shall pay an annual non-refundable fee of $96.00, due on December 31st of each year for the upcoming year, plus the sum of 30¢ for each 100 gallons used per month, as measured by the installed meter. That sum may change as actual costs and expenses change. Any disputes about the amounts to be paid

shall be resolved by a qualified, neutral person capable of determining the actual cost of operation.

The owners of Tract IV shall pay an annual non-refundable fee of $96.00, due on December 31st of each year for the upcoming year, plus 30¢ for each 100 gallons of water used per month, as measured by the installed meter. That sum may change as actual costs and expenses change. Any disputes about the amounts to be paid shall be resolved by a qualified, neutral person capable of determining the actual cost of operation.

4. The owners of Tract I shall insure the well and its component parts. The costs of such insurance shall be borne equally by the owners of Tract I, Tract II, Tract III and Tract IV. The responsibility for any deductible payments shall be shared equally by the four tracts..

5. Unless terminated as per Paragraph 10 hereof, this agreement, and the rights and responsibilities herein, shall continue to be binding upon the parties signatory hereto, and the heirs, administrators, successors, transferees, and assigns.

6. The owners of Tracts I, II, III, and IV hereby grant temporary easements over so much of their own property to the owners of the other tracts above described as is necessary for the location, inspection, maintenance and repair of service lines that lie on each respective party's property, and for no other purpose. The parties all acknowledge that all service lines from the well to Tract II, Tract III, and Tract IV are currently in place and in use and the aforementioned temporary easements shall only be over and in the area where the service lines currently exists.

7. None of the parties hereto shall be allowed to sell or grant access to water from the well to any other party or to any lot other than those listed herein. This prohibition applies to direct access to the well and to secondary access to the well through the pipes and plumbing located on each lot.

8. This agreement shall not be modified unless such modification is in writing and signed by all owners of each tract, under the same formalities as this agreement is executed.

9. This Agreement is to allow for the provision of water for the purposes above described, and no party shall interfere with the reasonable use of said water supply by the other. The owners of Tract I make no guarantee regarding the quantity or quality of water available to the other parties.

10. This Well Agreement shall constitute the final and complete agreement between the parties from this day forward, and this Well Agreement shall supercede any and all previous agreements concerning the well and its component parts. Any party may withdraw from this Agreement by 90 days advance notice to all other tract owners concerned herein.

Dated this 29 day of July, 2010.

Gary J. Welchert
Owner of Tract I

Robert Radabagh
Owner of Tract II

Sandra M. Welchert
Owner of Tract I

Lynne Radabagh
Owner of Tract II

PETERSBURG FEED MILL, INC.
Owner of Tract III

By John J. Oentmeyer
Name

Title: President Manager

By
Name

Title:

PETERSBURG COMMUNITY CENTER, INC., d/b/a HARTER HALL,
Owner of Tract IV

By
Name

Title: President / assistant manager

By Kelli Harter
Name

Title: President / Manager

STATE OF IOWA]
] SS:
DUBUQUE COUNTY]

On this 29 day of July, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary J. Welchert and Sandra M. Welchert, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public for the State of Iowa

GARY H. JAEGER
Commission Number 139592
My Commission Expires 5/22/13

STATE OF IOWA]
] SS:
DUBUQUE COUNTY]

On this 27 day of July, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Radabagh and Lynne Radabagh, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

GARY H. JAEGER
Commission Number 139592
My Commission Expires 5/22/13

Notary Public for the State of Iowa

STATE OF IOWA]
] SS:
DUBUQUE COUNTY]

On this 23 day of July, 2010, before me, the undersigned, a Notary Public in and for the said State, personally appeared John J Deutmeyer and —, he is, to me personally known, who being by me duly sworn, did say that ~~they are~~ the President / Manager and —, respectively, of Petersburg Feed Mill, Inc., executing the within and foregoing instrument, [~~that the seal used is the seal of the said corporation~~] [that the corporation has no seal]; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that John J Deutmeyer and —, as such officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

GARY H. JAEGER
Commission Number 139592
My Commission Expires 5/22/13

Notary Public for the State of Iowa

STATE OF IOWA]
] SS:
DUBUQUE COUNTY]

On this 27 day of July, 2010, before me, the undersigned, a Notary Public in and for the said State, personally appeared Robb Harter and Kelli Harter, to me personally known, who being by me duly sworn, did say that they are the Assistant Manager and Manager, respectively, of Petersburg Community Center, Inc., d/b/a Harter

Hall, executing the within and foregoing instrument, [~~that the seal used is the seal of~~ the ~~said corpora~~tion] [that the corporation has no seal]; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that Robb Harter and Kelli Harter, as such officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public for the State of Iowa

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GARY H. JAEGER
Commission Number 136592
My Commission Expires 5/22/13