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Document 2011 1073 Type 06 006 Pages 3
Date 3/28/2011 Time 2:41:34PM
Rec Amt $19.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Ew
Gary Althoff
2736 217th St
Earlville IA
52041

Prepared by/Return to: Todd J. Locher, 202 2nd Avenue NW, Box 7, Farley, IA 52046 563-744-3359

WELL WATER AGREEMENT

COME NOW the undersigned owners of the following described real estate and hereby make the following declarations imposing covenants and an easement for well water as set forth below:

1. Effected Real Estate.

A. Anthony S. McCullough and Melissa L. McCullough (hereinafter "McCullough") are the owners of the following described real estate (herein after referred to as the "McCullough Property"):

Lot Two (2), Block Five (5) of the Subdivision of Lot Two (2) of Timbergate Subdivision in Section Thirty Six (36), Township Eighty Nine (89) North, Range Four (4), West of the Fifth Principal Meridian in Delaware County, Iowa, according to the recorded plat recorded in Book 4 Plats, Pages 66-67.

B. Gary A. Althoff and Marilyn R. Althoff (hereinafter "Althoff") own the following described real estate (herein after referred to as "Althoff Property"):

Lot Three (3), Block Five (5) of the Subdivision of Lot Two (2) of Timbergate Subdivision in Section Thirty Six (36), Township Eighty Nine (89) North, Range Four (4), West of the Fifth Principal Meridian in Delaware County, Iowa, according to the recorded plat recorded in Book 4 Plats, Pages 66-67.

2. McCullough and Althoff agree that this declaration shall constitute covenants to run with all of the real estate described above and shall be binding upon all parties and all persons claiming under them and for the benefit of all future owners of said lots.

3. On the McCullough Property there exists a well, submersible pump, piping, a pressure tank and/or other well equipment. At present, the pressure tank is located in the dwelling on the McCullough property.

4. The owners of the Althoff Property shall have the right to: (1) construct a well pit on the McCullough Property (at Althoff's expense), (2) install a shut off for the McCullough dwelling and a shut off for the Althoff dwelling in the well pit; (3) to hook up to the well on the McCullough property and (4) the continued use of the well water system located on the McCullough Property.

5. The owners of the Althoff Property and the owners of the McCullough Property agree that

a separate electrical meter shall be installed to operate the shared well and the expense for the installation of the meter will be paid by the owners of the Althoff Property. Until the separate electrical meter is installed, the owners of the Althoff Property shall pay the owners of the McCullough Property a monthly payment of $10.00 per month to represent the cost of electricity for operating the pump and pressure tank. After the installation of the separate meter, the owners of the McCullough Property and the owners of the Althoff Property shall share the electrical costs equally. In the event that the separate electrical meter is not installed within 3 years from the date of connection of the Althoff Property to the well, the $10.00 monthly fee shall be renegotiated. The payment obligation imposed on the owners of the Althoff Property in this paragraph shall begin on the date that the Althoff Property is connected to the well.

6. This declaration also grants the owners of the Althoff Property the right of ingress and egress over the McCullough Property to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove water piping across the McCullough Property in order to provide water from the well on the McCullough Property to the Althoff Property. The owners of the Althoff Property shall be solely responsible for such construction, maintenance and repairs of the piping necessary to transport water from the McCullough Property to the Althoff Property. Further, the owners of the Althoff Property shall restore the McCullough Property to the condition it was in prior to any disturbance of the land necessary for the purposes set forth herein.

7. The cost of maintenance, repair and replacement of the well, well pit (after construction), the pump and pressure tank located on the McCullough Property shall be shared as follows: 50% to the owners of the McCullough Property and 50% to the owners of the Althoff Property. The payment obligation imposed on the owners of the Althoff Property in this paragraph shall begin on the date that the Althoff Property is connected to the well.

8. None of the undersigned owners of the McCullough Property or the Althoff Property guarantee the quality or quantity of the water from the well.

9. The water supply to the McCullough Property and Althoff Property may be used for residential purposes only.

10. If the owners of either the McCullough Property or the Althoff Property fail to pay their portion of the shared expenses as set forth in this agreement, the owner not in default shall have the right to terminate water service to the non paying party upon 30 day written notice. Notice shall be deemed received by the party on the date mailed. The non paying party shall be responsible for cost of disconnection.

11. This agreement may be terminated by the owners of the Althoff Property upon 30 day written notice by the owners of the Althoff Property to the owners of the McCullough Property. Any costs of disconnection shall be paid by the owners of the Althoff Property. Termination of this agreement does not excuse the owners of the Althoff Property from their obligation to pay any expenses that have accrued up to the date of termination of the well agreement. Said termination shall terminate the obligation of the owners of the Althoff Property to share in any further expenses including electricity or maintenance.

Signed on this 15 day of February, 2011.

OWNERS OF MCCULLOUGH PROPERTY:

Anthony S. McCullough

Melissa L. McCullough

OWNERS OF ALTHOFF PROPERTY:

Gary A. Althoff

Marilyn R. Althoff

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

On this 15 day of February, 2011, before me, the undersigned Notary Public, personally appeared Anthony S. McCullough and Melissa L. McCullough, husband and wife, and Gary A. Althoff and Marilyn R. Althoff, husband and wife; to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public

GARY J. WEGMANN
Iowa Notarial Seal
Commission Number: 724773
My Commission Expires: 9/30/12