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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

(Recorder's Cover Sheet)

SHARED well WATER Agreement

Preparer information: *(name, address & phone number)*
JAMES J. SCHAETZLE
6301 ASBURY RD
DUBUQUE, IA 52002-2331
563-556-8611

Taxpayer information: *(name & complete address)*

N/A

ENV (X) **Return Document to:** *(name & complete address)*
JAMES J. SCHAETZLE
6301 ASBURY RD
DUBUQUE, IA 52002-2331

Grantors:
DAVID K FRY
RICHARD KOPPES
JAMES J SCHAETZLE
Kelley KASCEL

Grantees:
DAVID K FRY
RICHARD KOPPES
JAMES J SCHAETZLE
KELLEY KASCEL

Legal Description is located on page: N/A

Document or instrument number of previously recorded documents:

Shared Well Water Agreement

THIS AGREEMENT made this 1st day of September, 2013 by property owners of lake homes located at 21436, 21428, 21412, & 21400 262nd Street, Delhi, IA 52223.

All owners of said properties shall become parties to this agreement as described below. This agreement has been establish to identify ownership of the well, and the cost of supplying said water. Any and all previous agreements dated prior to this agreement are revoked and terminated.

The well is located in Hartwick West Subdivision on a lot that is owned by Hartwick Lake Club. The longitude and latitude coordinates of the well are 42.412935N and 91.374975W. An easement has been granted to the well owners by land owner Marcheta Cooey. This easement was granted to install and maintain a pump and water distribution system for the benefit of the lake home owners noted above.

It is the intention and purpose of the undersigned that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties noted thereto, for the normal household use and consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well.

Each party agrees to the following terms and conditions:

1. That until this Agreement is terminated by all said owners, each is hereby granted the right in common with the subsequent owners, to draw water for domestic use.

2. That each party will promptly repair, maintain and replace all water pipes serving the respective dwelling at their own expense. This excludes the 2" main which will be the responsibility of all owners.

3. All Parties to this agreement shall share equally the cost of maintaining the well and 2" main water pipe, pump, controls or other equipment within the well structure itself. Except in emergency situations, the consent of the parties shall be obtained prior to embarking upon expenditures (in excess of $500.00 annually) for the system maintenance, replacement, improvements. A majority approval (one vote per party) of the parties is required before incurring costs in excess of $500.00. Minor system maintenance (less than $500.01 annually) shall not require approval of the parties.

4. It is the agreement of the parties hereto that the payment of energy cost shall be made at a minimum of once a year. All parties will share the energy cost equally. The electric meter will be read on or around September 1st of each year and paid to the party that is supplying the power to the well. The rate for the power will be the actual per unit rate charged by the electric company.

5. Each party agrees to repair any major leaks or ruptures on their lot, or connecting easements, in a timely fashion. Should another have to do this for them during an extended absence, the affected party agrees to compensate the repairer for the cost.

6. Each party shall have the right to act to correct an emergency situation and shall have access to the pertinent lot in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.

7. Each of the parties agrees not to do anything that might contaminate or over strain the water distribution system. Each of the parties agrees to use only as much water as is needed by one average home and average yard and gardens on their lot, and not to waste, abuse , sell or give significant amounts of water away to other parties.

8. The respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement have executed and filed a written statement of termination to each of the other parties. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further ownership in or the right to use the well or the easements. The terminated parties shall disconnect their lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.

9. The term of this Agreement shall be perpetual; except as herein limited.

10. The parties may modify or terminate this Agreement in writing with a signed and recorded document replacing the current Agreement.

11. The benefits and burdens of this Agreement shall constitute a covenant running with the parcels of the properties herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

By: David K Fry

David K. Fry 21436 262nd St. Delhi, IA 52223

Date 9-16-13

STATE OF IOWA
County of Delaware

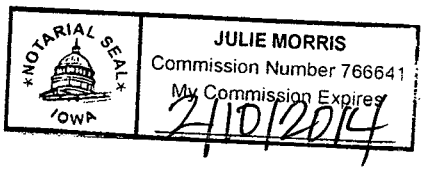
On this 16th day of September, 2013 before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared David Fry known to me to be the persons whose name are subscribed to the written instrument and have acknowledged to me that they have executed the same.

In witness whereof, I have hereunto set my hand and affixed my notarial seal on the day and year first-above written.

Julie Morris

Notary Public for the State of Iowa

Printed Name Julie Morris
Residing at Linn County
My Commission Expires 2/10/2014



By: Richard Koppes Date 9-18-13
Richard Koppes 21412 262nd St

STATE OF IOWA
County of Delaware

On this 18th day of September, 2013 before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Richard Koppes known to me to be the persons whose name are subscribed to the written instrument and have acknowledged to me that they have executed the same.

In witness whereof, I have hereunto set my hand and affixed my notarial seal on the day and year first-above written.

Shelley A. Annis
Notary Public for the State of Iowa

NOTARIAL SEAL IOWA
SHELLEY A. ANNIS
Commission Number 733746
My Commission Expires
March 31, 2014

Printed Name Shelley A. Annis
Residing at 909 9th Ave SE, Cascade, IA
My Commission Expires 03/31/14

By: James J. Schaetzle
James Schaetzle 21428 262nd St

Date 9-6-2013

STATE OF IOWA
County of Delaware

On this 6TH day of September, 2013 before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared James Schaetzle known to me to be the persons whose name are subscribed to the written instrument and have acknowledged to me that they have executed the same.

In witness whereof, I have hereunto set my hand and affixed my notarial seal on the day and year first-above written.

Notary Public for the State of Iowa

LARRY R. HILLERS
Commission Number 004824
My Commission Expires
April 7, 2014

Printed Name LARRY R. HILLERS
Residing at Delhi, IA
My Commission Expires

By: Kelley Kascel Date 9-19-13
Kelley Kascel 21400 262nd St

STATE OF IOWA
County of Delaware

On this 19th day of September, 2013 before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Kelley Kascel known to me to be the persons whose name are subscribed to the written instrument and have acknowledged to me that they have executed the same.

In witness whereof, I have hereunto set my hand and affixed my notarial seal on the day and year first-above written.

Notary Public for the State of Iowa

Printed Name Sarah Getz
Residing at Cedar Rapids, Iowa
My Commission Expires 3-12-15

NOTARIAL SEAL IOWA
SARAH GETZ
Commission Number 772071
My Commission Expires
3-12-15