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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

CHG.

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

WELL WATER COVENANTS AND EASEMENT

The undersigned owners of the following described real estate hereby make the following declarations imposing Well Water Covenants and Easements:

Harter Parcel: That part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Thirty Six (36), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M. described as commencing at a point seven hundred twenty six and five-tenths (726.5) feet South of the Northeast corner of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) and running thence West two hundred sixty (260.0) feet, thence South one hundred forty two (142.0) feet, thence East two hundred sixty (260.0) feet, thence North one hundred forty two (142.0) feet to the point of beginning, subject to highway and easements of record.

Locally known as: 2165 332nd Avenue, Dyersville, Iowa

Fleming Parcel: That part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Thirty Six (36), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M., described as commencing at a point eight hundred sixty eight and five-tenths (868.5) feet South of the Northeast corner of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) and running thence West two hundred sixty (260) feet, thence South one hundred forty two (142) feet, thence East two hundred sixty (260) feet, thence North one hundred forty two (142) feet to the point of beginning, subject to easements of record.

Locally known as: 2167 332nd Avenue, Dyersville, Iowa

Hale Parcel: That part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Thirty Six (36), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M., described as commencing five hundred eighty four and five-tenths (584.5) feet

South of the Northeast corner of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4), thence running West two hundred sixty (260.0) feet, thence South one hundred forty two (142.0) feet, thence East two hundred sixty (260.0) feet, thence North one hundred forty two (142.0) feet to the point of beginning.

Locally known as: 2163 332nd Avenue, Dyersville, Iowa

Tegeler Parcel: That part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Thirty Six (36), Township Eighty Nine (89) North, Range Three (3), West of the Fifth Principal Meridian, described as commencing at a point one thousand ten and five tenths (1010.5) feet South of the Northeast corner of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of said Section Thirty Six (36), Thence running West two hundred sixty (260.0) feet, thence South one hundred forty two (142.0) feet, thence East two hundred sixty (260.0) feet, thence North one hundred forty two (142.0) feet to the point of beginning, subject to easement for water recorded in Book N, Page 183 of the records of the Recorder of Delaware County, Iowa.

Locally known as: 2169 332nd Avenue, Dyersville, Iowa

The undersigned hereby specify that said declaration shall constitute covenants to run with all of said lots, as provided by law, and shall be binding upon all parties and all persons claiming under them and for the benefit of all future owners of said lots.

1. Located on the Harter Parcel, is a shared water well, submersible pump, piping, well equipment and pressure tank and a separate electrical meter for the operation the water system.

2. The current owners and any successors, heirs and assigns of all of the Parcels described above shall have the right to the continued use of the well water system located on the Harter Parcel.

3. The owners of the above described Parcels agree to share equally in the costs associated with operation of the water system, pole and electrical meter and further agree to share equally in the cost of repair, operating and maintaining the well, pump, piping and pressure tank, including maintenance and reconstruction activities that may be necessary in the future.

4. In the event that any Parcel owners fail to pay their share of expenses set forth in paragraph 3 above, the owners of the above described Parcels, upon majority vote, shall have the right to assess each property owner equally for the costs of constructing the well and water system and further for the cost of maintenance, operation, reconstruction and repair of the system in the future. The property owners, by a majority vote, may appoint a treasurer to maintain an account for the deposit of the assessments referred to herein and for payment of expenses associated with the water system.

5. The owners of each of the above described Parcels, by signing below, (whether or not it is expressed in the deed or contract) shall be deemed committed for himself, his heirs, representatives, successors and assigns to pay the assessments referred to herein. All assessments together with interest thereon and costs of collection, shall be a charge on the land with respect to which such assessments are made and shall be a lien against the land. Each such assessment together with interest thereon and costs of collection shall be the personal obligation of the owner of the land as assessed at the time the assessment became due.

6. Effect of Non Payment of Assessment. Any assessment not paid when due, shall be deemed delinquent. The non delinquent Parcel owners shall have the right to file against the delinquent property, a statement with the Delaware County Recorder's office which shall state the amount of the delinquent assessment, the interest rate on the delinquent amount and the costs of collection thereof and this sum shall become a continuing lien upon the property upon which such assessments are made and shall bind property's then owner and all heirs, representatives, successors and assigns.

7. Delinquent assessments shall bear interest at the highest legal interest rate chargeable to individuals from the date of the delinquency. The non delinquent Parcel owners may bring either an action at law or against the person personally obligated to pay the same, or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of collection, including reasonable attorney fees and the costs of the action.

8. This Well Water Covenants and Easement also grants the owners of all of the above referenced Parcels the right of ingress and egress over all of the parcels to erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water piping upon, over, along, under and across any of the Parcels necessary in order to provide water from the Harter Parcel to the other Parcels described above. In the event that any land needs to be disturbed in order to construct, operate and maintain the water system, the land so disturbed shall be repaired at the expense of the owners as set forth herein.

9. None of the undersigned owners guarantee the quantity or quality of the water from the well.

10. This agreement revokes any previous well agreement by and between any of the undersigned parties or their predecessors in interest.

11. The water supplied by the well and the water system shall be used solely for domestic purposes and shall not be used for commercial purposes. This agreement is to supply water to one single family residential dwelling on each Parcel. Any use in addition to providing water for domestic purposes for one single family residential dwelling per Parcel shall require approval of a majority of the Parcel owners that are party to this agreement. Any additional hookups to the well shall require unanimous approval of all of the parties to this agreement. In the event that any of the Parcel owners construct or install a swimming pool, the owner of that Parcel shall pay any additional costs associated with supplying water to fill the pool. In the event that any Parcel owners use an excessive amount of water for any reason, the owner of that Parcel shall pay any additional costs associated with said excessive use.

12. If any of the owners of any of the above referenced Parcels fail to pay their portion of the shared expenses as set forth in this agreement, the remaining and non delinquent owners 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 the cost of disconnection.

Dated this 30th day of April, 2014 ~~2013~~.

OWNER OF HARTER PARCEL:

Kelli K. Harter

STATE OF IOWA)
) ss.
DUBUQUE COUNTY)

Subscribed and sworn to before me on this 30th day of April, 2014 ~~2013~~, by Kelli K. Harter, a single person.

MARILYN FORTMANN
Iowa Notarial Seal
Commission Number: 142041
My Commission Expires: 01/08/2017

Marilyn Fortmann
Signature of Notary Public

OWNERS OF FLEMING PARCEL:

Travis Fleming

Kristy Fleming

STATE OF IOWA)
) ss.
_____ COUNTY)

Subscribed and sworn to before me on this _____ day of _____, 2013, by Travis Fleming and Kristy Fleming, husband and wife.

Signature of Notary Public

12. If any of the owners of any of the above referenced Parcels fail to pay their portion of the shared expenses as set forth in this agreement, the remaining and non delinquent owners 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 the cost of disconnection.

Dated this _____ day of _____, 2013.

OWNER OF HARTER PARCEL:

_____
Kelli K. Harter

STATE OF IOWA)
) ss.
_____ COUNTY)

Subscribed and sworn to before me on this _____ day of _____, 2013, by Kelli K. Harter, a single person.

_____
Signature of Notary Public

OWNERS OF FLEMING PARCEL:

_____ _____
Travis Fleming Kristy Fleming

STATE OF IOWA)
) ss.
Dubuque COUNTY)

Subscribed and sworn to before me on this 30th day of April, 2014, ~~2013~~, by Travis Fleming and Kristy Fleming, husband and wife.

_____
Signature of Notary Public

STEVEN R BOECKENSTEDT
Commission Number 160580
My Commission Expires
5-16-15

OWNER OF HALE PARCEL:

Aaron A. Hale

STATE OF IOWA)
) ss.
DUBUQUE COUNTY)

Subscribed and sworn to before me on this 2nd day of May, 2014 ~~2013~~, by Aaron A. Hale, a single person.

MARILYN FORTMANN
Iowa Notarial Seal
Commission Number: 142041
My Commission Expires: 01/08/2017

Marilyn Fortmann
Signature of Notary Public

OWNERS OF TEGELER PARCEL:

David D. Tegeler

Karen M. Tegeler

STATE OF IOWA)
) ss.
Dubuque COUNTY)

Subscribed and sworn to before me on this 4th day of April, 2014 ~~2013~~, by David D. Tegeler and Karen M. Tegeler, husband and wife.

JAMIE L. MILLER
Commission Number 752418
My Comm. Exp. 4/21/14

Jamie L. Miller
Signature of Notary Public