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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and return to: Steve E. Carr, Attorney, Box 333, Manchester, Iowa 52057 (563) 927-4164

WELL AGREEMENT

Elaine A. Ott, a single person, hereinafter Ott; and John E. Carbaugh and Pauletta Carbaugh a/k/a Margaret Pauletta Carbaugh, husband and wife, hereinafter Carbaugh; and Richard Leidigh and Jacquelyn Leidigh, husband and wife, hereinafter Leidigh in consideration of their mutual promises and performances herein agree as follows:

1. Ott is the owner of the following described real estate:

   Lot Twenty Five (25) of Logan's Second Subdivision of Part of the South one-half (S½) of Section Fourteen (14) and Part of the Northeast Quarter (NE¼) of Section Twenty Three (23), Township Eighty Eight (88) North, and Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book 4 Plats, Page 55;

   Also Lot Seven (7), Logan's Sixth Subdivision to Delaware County, Iowa, the same being a part of Sections Fourteen (14), Fifteen (15), Twenty Two (22) and Twenty Three (23), all in Township Eighty Eight (88) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book 5 Plats, Page 82; and

   The Westerly One-half (W½) of Lot Twenty-four (24), of Logan's Second Subdivision of part of the South Half (S½) of Section Fourteen (14), and part of the Northeast Quarter (NE¼) of Section Twenty-three (23), Township Eighty-Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book 4 Plats, Page 55;

   Also all right, title, interest, claim and demand, of grantors, in and to the lake frontage running to the middle of the Maquoketa River bed, with respect to said premises, title to which is not warranted by grantors. This

conveyance is made subject to the existing flood plain rights, and grantees shall not hold grantors or their predecessors in title hereunder liable with regard to the flooding of the property covered, and grantees and their successors and assigns shall not change or alter the lake frontage without written permission of the Lake Delhi Recreation Association, Inc.

2. Carbaugh is the owner of the following described real estate:

The Westerly one-half (W½) of Lot 22, the Easterly one-half (E½) of Lot 24 and all of Lot 23, all of Logan's Second Subdivision of part of the South Half (S½) of Section Fourteen (14), and part of the Northeast Quarter (NE¼) of Section Twenty-three (23), Township Eighty-Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book 4 Plats, Page 55; and Lot Six (6) of Logan's Sixth Subdivision to Delaware County, Iowa, the same being a part of Sections Fourteen (14), Fifteen (15), Twenty Two (22) and Twenty Three (23), all in Township Eighty Eight (88) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book 5 Plats, Page 82

Also all right, title, interest, claim and demand, of grantors, in and to the lake frontage running to the middle of the Maquoketa River bed, with respect to said premises, title to which is not warranted by grantors. This conveyance is made subject to the existing flood plain rights, and grantees shall not hold grantors or their predecessors in title hereunder liable with regard to the flooding of the property covered, and grantees and their successors and assigns shall not change or alter the lake frontage without written permission of the Lake Delhi Recreation Association, Inc.

3. Leidigh is the owner of the following described real estate:

Lot Twenty-one (21) and the Easterly Half (Ely ½) of Lot Twenty-two (22), of Logan's Second Subdivision of part of the South Half (S½) of Section Fourteen (14) and part of the Northeast Quarter (NE¼) of Section Twenty-three (23), Township Eighty-eight (88) North, Range Five (5) West of the Fifth Principal Meridian

And

Lot Five (5), Logan's Sixth Subdivision to Delaware County, Iowa, the same being a part of Sections Fourteen (14), Fifteen (15), Twenty-two (22) and Twenty-three (23), all in Township Eighty-eight (88) North, Range Five (5) West of the 5th P.M., Delaware County, Iowa

Also all right, title, interest, claim and demand, of grantors, in and to the lake frontage running to the middle of the Maquoketa River bed, with respect to said premises, title to which is not warranted by grantors. This

conveyance is made subject to the existing flood plain rights, and grantees shall not hold grantors or their predecessors in title hereunder liable, with regard to the flooding of the property covered, and grantees and their successors and assigns shall not change or alter the lake frontage without written permission of the Lake Delhi Recreation Association, Inc.

4. A well and pump is located on the above described real estate owned by Carbaugh.

5. A pressure tank is located on the above described real estate owned by Ott.

6. All three of the above described properties are to be served by the same well pursuant to this agreement.

7. Any repairs or replacement of the well including the pressure tank located on Ott property shall be shared equally by the parties.

8. It is understood that each party will be solely responsible for any repair, maintenance or replacement of their water lines running to the well.

9. Ott grants to Carbaugh and Leidigh an easement to the pressure tank and Carbaugh grants to Ott and Leidigh an easement to the well and pump for purposes of inspection, maintenance, repair or replacement.

10. Leidigh shall pay to Ott for electricity for the pumping of water to Leidigh an amount annually proportionate to Leidigh's usage.

11. Water use is restricted to reasonable residential purposes and no commercial or agricultural water use is allowed without prior approval of the other parties.

12. The parties understand and agree that there is no warranty made by any party as to the quality of the water produced or supplied.

13. This agreement shall be perpetual and shall be binding upon the heirs, successors and assigns of the parties hereto.

Dated this 14th day of JUNE, 2014.

Elaine A. Ott

John E. Carbaugh

Pauletta Carbaugh

Richard Leidigh

Jacquelyn Leidigh

STATE OF IOWA)
) SS
DELAWARE COUNTY)

On this 14 day of June, 2014 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Elaine A. Ott to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for State of Iowa

STATE OF IOWA)
) SS
DELAWARE COUNTY)

KIM McELREE
Commission Number 757871
My Commission Expires 4-25-17

On this 14 day of June, 2014 before me the undersigned, a notary public in and for the State of Iowa, personally appeared John E. Carbaugh and Pauletta Carbaugh to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for State of Iowa

STATE OF IOWA)

KIM McELREE
Commission Number 757871
My Commission Expires 4-25-17

) SS
DELAWARE COUNTY)

On this 4th day of June, 2014 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Richard Leidigh and Jacquelyn Leidigh to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for State of Iowa

