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Document 2016 1581 Type 06 006 Pages 5
Date 6/22/2016 Time 10:34:03AM
Rec Amt $27.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By & Return Document to: Jeffrey L. Walters, Clemens, Walters, Conlon, Runde & Hiatt, L.L.P., 2080 Southpark Court, Dubuque, IA 52003 (563)582-2926

SHARED WELL AGREEMENT

THIS AGREEMENT dated this 4 day of May, 2016, between CHARLES & LINDA FIEGEN TRUST, Linda L. Fiegen, as Trustee, hereinafter called, "FIEGEN", Darryl Discher Trust, Darryl Discher, Trustee, hereinafter called, "DISCHER", Randall J. Kramer and Laurie A. Kramer, hereinafter called "KRAMER", and Robert C. Ungs and Jean A. Ungs, hereinafter called "UNGS":

WHEREAS, FIEGEN is the owner of real property located in Delaware County and described as follows:

> Cottage No. 7 Land Leased of Schneider (Parcel No. 250230100709), and locally known as 25963 206th Ave., Manchester, Delaware County, Iowa, and Bldg. on Land Leased of Schneider (Parcel No. 250230100609), and locally known as 25955 206th Ave., Manchester, Delaware County, Iowa, both properties are located in Section 23, Township 88 North, Range 5, West of the 5th P.M., in Delaware County, Iowa.

WHEREAS, DISCHER is owner of property located in Delaware County and described as follows:

> Cabin, outbuilding, boat, lift and miscellaneous furnishing within the cabin located on Cottage #9 on leased land of Schneider, Section 23, Township 88 North, Range 5, West of the 5th P.M., in Delaware County, Iowa.

WHEREAS, KRAMER is owner of property located in Delaware County and described as follows:

> 14' x 34' frame one-story cabin with enclosed side porch and outside front deck situated on LEASED LAND owned by Junior Schneider in the SW1/4 SE1/4 SEC. 23-88N-R5, West of the 5th P.M., in Delaware County, Iowa.

WHEREAS, UNGS is owner of property located in Delaware County and described as follows:

Cabin on Leased Junior Schneider land, legally described as 25962 – 206th Avenue, Manchester, Iowa, Section 23, Township 88, and Range 5, West of the 5th P.M., in Delaware County, Iowa.

WHEREAS, there is now a well located on FIEGEN'S property identified above, and the parties wish to agree to the following terms and conditions, good and valuable consideration, the receipt and sufficiency of which is acknowledged, IT IS AGREED:

1. Easements Granted. FIEGEN hereby grants to DISCHER, KRAMER, AND UNGS a non-exclusive perpetual easement from the well and main line to DISCHER'S, KRAMER'S, AND UNGS' property together with a right of access to the extent reasonably necessary for such maintenance, repair, and replacement, including rights to excavate as necessary for such purposes. The easement hereby created shall run with the land, appurtenant to DISCHER'S, KRAMER'S, and UNGS' property.

2. Maintenance, Repair, and Replacement. For the duration of this agreement, the owners of each of said subject lots who have connected to the main water distribution line shall be responsible for an equal share of the cost of maintenance, repair and replacement of said well, pump, and the main distribution line. Each party shall be responsible for their own separate lines on their respective property.

3. Electrical Service. The electrical service powering the well pump is presently provided from FIEGEN'S property. DISCHER, KRAMER, and UNGS shall pay to FIEGEN the sum of $30.00 per year, on or before June 1st of each year. Said electrical fee will be increased at the same percentage that the electrical utility rate is increased by the utility provider, on a yearly basis, or if any party sells or transfers property.

In the event of DISCHER'S, KRAMER'S, AND UNGS' failure to pay such assessment, FIEGEN may give DISCHER, KRAMER, and UNGS a written notice to cure the delinquency, and if the delinquency remains uncured for thirty (30) days after delivery of such notice, FIEGEN may take steps to shut off the water service to the defaulting parties property, without further notice to the defaulting party until the defaulting party had paid or a settlement is entered into by FIEGEN and the defaulting party.

4. Use. The parties agree that this Agreement for the sharing of the well and electricity cost is based upon use of the water for only one household, and not for; livestock, commercial, and irrigation.

5. No Warranty of Water. The parties agree that this Agreement shall be construed only as an easement in favor of DISCHER, KRAMER, and UNGS to draw water from the well upon FIEGEN'S property upon the terms and conditions set forth, and shall not constitute an agreement or promise by FIEGEN to provide any water, water of a particular quality or any quantity of water. All parties agree that they will refrain from committing any act that will damage the quality or quantity of water. Should the well fail or not provide adequate water for any party, this agreement shall terminate.

6. General.

A. This Agreement will be binding on the parties, and their heirs, successors, and assigns. In the event any portion of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

B. Except in the case of emergency, DISCHER, KRAMER, and UNGS shall give FIEGEN forty-eight (48) hour notice of any intended access upon FIEGEN'S property for the purposes of maintenance, repair, or replacement. In the event of emergency, DISCHER, KRAMER, and UNGS may have access as necessary, but shall notify FIEGEN at the earliest practical opportunity by the most expeditious means available. All parties shall have the authority to shut off the water supply to the other properties in the event of emergency or in the event of an uncontrolled flow of water due to mishap or otherwise, but in such event, the party shutting off the water shall give notice to the other parties of such shut off or intended shut off at the earliest practical opportunity by the most expeditious means available.

C. Except as provided in the foregoing paragraph, any notice required by this Agreement shall be given in writing and may be given by mail addressed to the intended recipient at his, her, or their last known address, or may be given in any manner provided by the Iowa Rules of Civil Procedure for the service of an Original Notice. Mailed notice shall be complete on delivery.

D. This Agreement shall run with the land and shall be binding upon the parties and their heirs, successors, and assigns.

IN WITNESS WHEREOF, we have hereunto signed our names this 4 day of May, 2016.

Linda L. Fiegen, as Trustee of the
Charles & Linda Fiegen Trust

STATE OF IOWA)
) ss:
COUNTY OF Delaware)

On this 4th day of June, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Linda L. Fiegen** to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

**as Trustee of the Charles & Linda Fiegen Trust

Notary Public in and for said State

LAURIE A KRACHER
Commission Number 768175
My Commission Expires
May 25, 2017

Daryl Discher, as Trustee of the
Daryl Discher Trust

STATE OF IOWA)
) ss:
COUNTY OF Delaware)

On this 9th day of June, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Daryl Discher, as Trustee of the Daryl Discher Trust, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL SEAL IOWA
LAURIE A KRAMER
Commission Number 768175
My Commission Expires
May 25, 2017

Notary Public in and for said State

Randall J. Kramer

Laurie A. Kramer

STATE OF IOWA)
) ss:
COUNTY OF Delaware)

On this 8th day of June, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Randall J. Kramer and Laurie A. Kramer to me known to be the identical people named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
LARRY R. HILLERS
Commission Number 004824
My Commission Expires
April 07, 2017

Notary Public in and for said State

Robert C. Ungs

Jean A. Ungs

Cell - 563-608-0439

STATE OF IOWA)
) ss:
COUNTY OF Delaware)

On this 4 day of May, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert C. Ungs and Jean A. Ungs to me known to be the identical people named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Julie A. Smith
COMMISSION NUMBER 712745
My Commission Expires
9-26-16

Notary Public in and for said State