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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

SAJ.

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

WELL WATER COVENANTS AND EASEMENT

Sally A. Johnson, a single person, is a fee owner of the following described real estate:

Parcel 2015-12 Part of Lot 1 of Klaus Subdivision of the NW¼ of the SE¼ and the N½ of the SW¼, Section 6, Township 90 North, Range 3 West of the 5th P.M., Delaware County, Iowa according to the recorded Plat of Survey filed February 26, 2015 in Book 2015, Page 465 of the records of Delaware County, Iowa.
(Hereinafter referred to as "Parcel 2015-12")

Parcel 2015-13 Part of Lot 1 of Klaus Subdivision of the NW¼ of the SE¼ and the N½ of the SW¼, Section 6, Township 90 North, Range 3 West of the 5th P.M., Delaware County, Iowa according to the recorded Plat of Survey filed February 26, 2015 in Book 2015, Page 465 of the records of Delaware County, Iowa.
(Hereinafter referred to as "Parcel 2015-13")

Sally A. Johnson makes the following declarations imposing a Well Water Agreement and Easement on the above parcels and 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. On Parcel 2015-13 there exists a water well, submersible pump, piping, well equipment and pressure tank that serves both Parcel 2015-12 and Parcel 2015-13.

2. The current owner and any successors, heirs and assigns of Parcel 2015-12 and Parcel 2015-13 shall have the right to the continued use of the well water system.

3. All costs of maintenance, repair and replacement of the well water system located on Parcel 2015-13 shall be shared equally between the owner of Parcel 2015-13 and Parcel 2015-12. Repairs and replacement includes, but are not limited to, repair or replacement of casing, pipes, pump, motor, wiring, electrical boxes and also includes drilling of a new well if necessary.

4. This declaration also grants to the owner of Parcel 2015-12 the right of ingress and egress over Parcel 2015-13 to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water piping upon, over, along, under and across Parcel 2015-13 in order to provide water from the well to Parcel 2015-12

5. The requirement of shared costs of maintenance, repair and replacement only applies to the common water system, which includes the well, pump, motor, wiring, electrical boxes and casing. The cost of maintenance, repair and replacement of the individual water lines from the well to any building on Parcel 2015-12 shall remain the sole responsibility of the owner of Parcel 2015-12. The cost of maintenance, repair and replacement of the individual water lines from the well to any building on Parcel 2015-13 shall remain the sole responsibility of the owner of Parcel 2015-13.

6. At this date, the pump runs from electricity supplied by Parcel 2015-13. There does not exist a separate electrical meter for the pump. The owner of Parcel 2015-13 shall be entitled to a monthly payment to cover the cost of the operation of the pump from the owners of Parcel 2015-12 in the following amounts:

A. Parcel 2015-12 shall pay Parcel 2015-13 a monthly fee of $7.50 per month in the event that 0 to 4 persons reside on Parcel 2015-12;

B. Parcel 2015-12 shall pay 2015-13 a monthly fee of $20 per month in the event that more than 4 persons reside on Parcel 2015-12; and

C. The monthly fee due under this agreement shall be payable one time annually beginning July 1, 2018 and shall be due and payable on July 1 of each year thereafter.

D. The owner of Parcel 2015-13 shall be entitled to increases of the monthly payment in the event of increased electricity costs or increased water consumption as mutually agreed between the owners of both parcels.

In the event that an agreement regarding the amount of payment cannot be reached, a separate electrical meter will be installed for the operation of the pump. The costs of the electrical meter will be shared equally between the owners of Parcel 1 and the owners of Parcel 2. The owners of Parcels 1 and 2 shall share equally in the electrical costs associated with the operation of the well pump.

7. Neither owner of Parcel 2015-12 or Parcel 2015-13 guarantee the quality or quantity of the water from the well.

8. The water supplied to Parcel 2015-12 and Parcel 2015-13 shall be used solely for domestic purposes and shall not be used for commercial purposes. This covenant is to supply water to one single family residential dwelling only on each Parcel.

9. If the owner of Parcel 2015-12 fails to pay his or her portion of the shared expenses as set forth in this agreement, the owner of Parcel 2015-13 has the right to terminate water service to Parcel 2015-12 upon thirty (30) day notice.

10. The owner of Parcel 2015-12, upon thirty (30) days written notice to owner of Parcel 2015-13, may discontinue this agreement in the event that they obtain a separate well or otherwise wish to terminate this agreement. In the event that by thirty (30) day written notice, the owner of Parcel 2015-12 terminates this agreement, the agreement shall become null and

void.

11. In the event that this agreement is canceled by the owner of Parcel 2015-12, the owner of Parcel 2015-12 shall be solely liable for the cost of disconnecting Parcel 2015-12 from the well located on Parcel 2015-13.

Dated this 19 day of September, 2017.

Sally A. Johnson

STATE OF IOWA)
) ss.
DUBUQUE COUNTY)

Subscribed and sworn to before me on this 19 day of September, 2017, by Sally A. Johnson, a single person.

Notary Public

TRACY M. DEMMER
Commission Number 720162
My Comm. Exp. 10-13-17