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Book 2018 Page 1658
Document 2018 1658 Type 06 006 Pages 8
Date 6/14/2018 Time 11:17:04AM
Rec Amt \$42.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

2018 WELL AND WATER AGREEMENT

**Preparer: Richard Recker, 502 6th Ave.SW, Dyersville, IA 52040
563-875-9006**

 **Return to: Richard Recker, 502 6th Ave.SW, Dyersville, IA 52040**

**Grantor: Edmund and Pamela Winfield
Stanley Hackert
Roger and Catherine Walker
Joe and Julie Breitbach
Richard and Mary Ann Recker**

**Grantee: Edmund and Pamela Winfield
Stanley Hackert
Roger and Catherine Walker
Joe and Julie Breitbach
Richard and Mary Ann Recker**

Document or instrument number of previously recorded

**Documents: Document 2012 2727 Type 06 006 Pages 3
Date 8/17/2012 Time 9:37:52 AM**

It is agreed between Edmund Windfield and Pamela Windfield, husband and wife, First Party, Stan Hackert, Second Party, Roger Walker and Catherine Walker, husband and wife, Third Party, Joe Breitbach and Julie Breitbach, husband and wife, Fourth Party, Richard Recker and Mary Ann Recker, husband and wife, Fifth Party as follows:

The above named Parties own cabins on the Earl Schmidt Camp Property, and located on the Second Parties premise is a well, pump and a pellet chlorinator which are owned and maintained by the above named Parties.

The original Well Agreement done in August of 2002 was for a 280 foot deep well into 95 ft. to rock with 105 ft. of 6" steel casing and 180 ft. of 5" plastic liner, with a 6" finish hole size, 50 gpm bottom, 100 ft. pump setting and 35 gpm @ pump setting. Then in 2014 Breitbach and Recker joined Hackert and Walker with Winfield joining as a new owner 2017.

All parties thereto agree:

1. That the First Party, the Second Party, the Third Party, the Fourth Party and the Fifth Party are joint owners of the common well located on the Second Parties lot, which said well shall be used by the above parties, their heirs, successors and assigns, so as to provide water for domestic use for each of the above cabins.

2. The Second Party shall allow access to above named Parties in the area of said well to inspect, maintain and repair said well and chlorinator and Second Party will allow access to run or repair necessary water lines from the well to above named Parties residences as needed. In the event that connection and/or repair of a water line require digging , the Party responsible shall return the premise to the condition that it was prior to making connection and/or repairs and/or replacements thereto.

3.) The cost of any and all repairs, maintenance, and/or replacement to the well shall be paid equally be each of the Parties serviced by the well. The cost of any repairs, maintenance or replacement of water lines shall be paid by the Parties being served by said water lines.

4.) First, Second, Third and Fourth Parties and any other Party benefiting from the actual use of the water in the well, shall pay to the Fifth Party \$20.00 per year, for electricity for the running of the pump for a period of 5 years with the price being renegotiated every 5 years thereafter.

5.) This Agreement and all provisions hereto shall be binding upon the heirs, successors, grantees and assigns of the Parties and shall continue until such time as this Agreement is mutually rescinded by the Parties. This constitutes a covenant running with the land/or cabin.

Acknowledgment states: State of Iowa, County of Delaware ss:

On this 5th day of June, 2018, before me, the undersigned, in and for said County and State, personally appeared:

Edmund Windfield

Edmund Windfield (First Party)

20518 260th St., Manchester, IA 52057

Pamela M. Windfield

Pamela Windfield (First Party)

20518 260th St., Manchester, IA 52057

Christy Saylor Notary in and for the State of Iowa.



Acknowledgment states: State of Iowa, County of
Win ss: On this 6th day of June,
2018, before me, the undersigned, in and for the said County
and State, personally appeared:

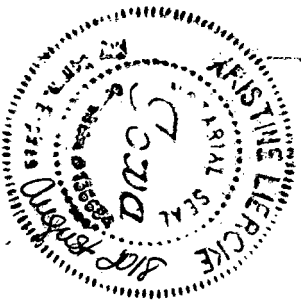
Stanley Hackert

Stanley Hackert (Second Party)

20523 260th St., Manchester, IA 52057

Kristine Liercke

Notary in the for the State of Iowa



Acknowledgment states: State of Iowa, County of

Linn ss: On this 31st day of may

20 18, before me, the undersigned, in and for said County and State, personally appeared:

Roger Walker

Roger Walker (Third Party)

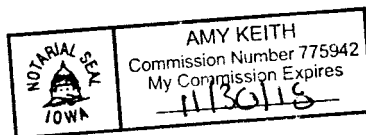
20506 260th St., Manchester, IA. 52057

Catherine Walker

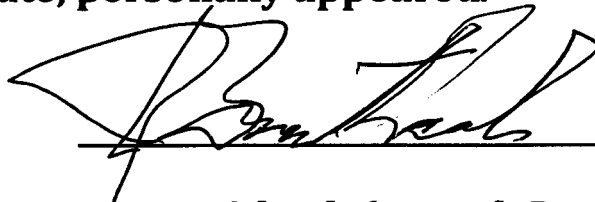
Catherine Walker (Third Party)

20506 260th.St., Manchester, IA 52057

Amy Keith **Notary in and for the State of Iowa**

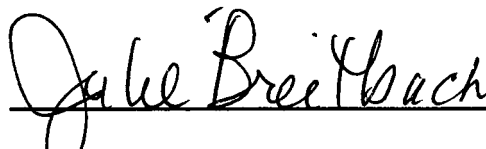


Acknowledgment states: State of Iowa, County of
Braman ss: On this 7th day of
June 2018, before me, the undersigned, in and for
said County and State, personally appeared:



Joe Breitbach (Fourth Party)

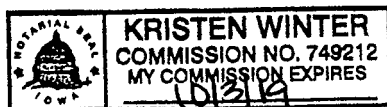
20535 260th St., Manchester, IA 52057



Julie Breitbach (Fourth Party)

20535 260th St., Manchester, IA 52057

Kristen Winter Notary in and for the State of Iowa



Acknowledgment states: State of Iowa, County of

DUBUQUE

ss: On this 4th day of June.

2018, before me, the undersigned, in and for said County and State, personally appeared:

Richard J. Recker

Richard Recker (Fifth Party)

20548 260th St., Manchester, IA 52057

Mary Ann Recker

Mary Ann Recker (Fifth Party)

20548 260th St., Manchester, IA 52057

Karla Kluesner **Notary in and for the State of Iowa**

