

Recorded: 10/8/2021 at 11:41:15.0 AM
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$20.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2021 PG: 3529

Prepared by/Return to: Todd J. Locher, Locher & Davis PLC, PO Box 7, Farley, IA 52046

Ph: (563) 744-3359

WELL WATER COVENANT AND EASEMENT

Michael T. Millenkamp and Donna A. Millenkamp, husband and wife, are the fee owners of the following described real estate:

Parcel 2021-102 Part of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Fifteen (15), Township Ninety North (T90N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to the recorded Plat of Survey filed August 12, 2021 in Book 2021, Page 2900 of the records of Delaware County, Iowa (hereinafter "Parcel 2021-102").

The Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Fifteen (15), Township Ninety North (T90N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, EXCEPT Parcel 2021-102 Part of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Fifteen (15), Township Ninety North (T90N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa (hereinafter "the Millenkamp Parcel.")

Michael T. Millenkamp and Donna A. Millenkamp make the following declarations imposing a Well Water Agreement and Easement on the above parcels and hereby specify that said declarations shall constitute covenants to run with the above described real estate, 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 real estate.

1. On Parcel 2021-102 there exists a water well, submersible pump, piping, well equipment and pressure tank that serves both Parcel 2021-102 and the Millenkamp Parcel.
2. The current owner and any successors, heirs and assigns of the owner of Parcel 2021-102 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 2021-102 shall be the sole responsibility of the owner of Parcel 2021-102. Repairs and replacement include, but are not limited to, repair or replacement of casing, pipes, pump, motor, wiring, pressure tank, electrical boxes and also includes drilling of a new well if necessary.
4. This declaration also grants to the owner of the Millenkamp Parcel the right of

ingress and egress over Parcel 2021-102 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 2021-102 in order to provide water from the well located on Parcel 2021-102 to the Millenkamp Parcel.

5. The requirement of the owner of Parcel 2021-102 to maintain, repair and replace the water system only applies to the common water system which includes the well, pump, motor, wiring, pressure tank, electrical boxes and casing. The cost of maintenance, repair and replacement of the individual water lines from the well to the Millenkamp Parcel shall remain the sole responsibility of the owner of the Millenkamp Parcel. The cost of maintenance, repair and replacement of the individual water lines from the well to any building or outlet on Parcel 2021-102 shall remain the sole responsibility of the owner of Parcel 2021-102.

6. At this date, the pump runs from electricity supplied by Parcel 2021-102. There does not exist a separate electrical meter for the pump. The owner of Parcel 2021-102 shall be entitled to a monthly payment to cover the cost of the operation of the pump and also to contribute to any future maintenance, repair and replacement expenses of the common well system from the owners of the Millenkamp Parcel to the owners of Parcel 2021-102 in the following amount of \$100.00 per year.

7. Neither owner of Parcel 2021-102 nor the Millenkamp Parcel guarantee the quality or quantity of the water from the well.

8. The water supplied to Parcel 2021-102 and the Millenkamp Parcel shall be used solely for agricultural purposes and specifically for providing water to livestock. Water from the well water system shall not be used for irrigation purposes.

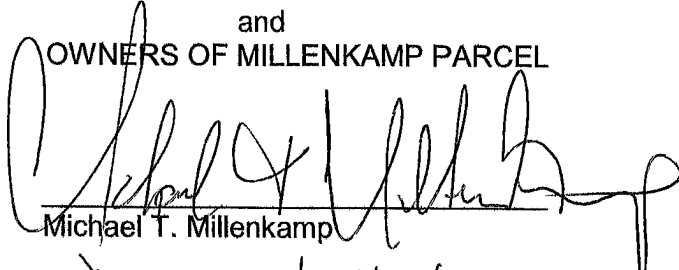
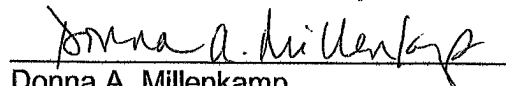
9. If the owner of the Millenkamp Parcel fails to pay the monthly fee set forth herein, the owner of Parcel 2021-102 has the right to terminate water service to the Millenkamp Parcel upon thirty (30) day notice to the owners of the Millenkamp Parcel.

10. The owner of the Parcel 2021-102, upon thirty (30) days written notice to owner of Millenkamp Parcel, may discontinue this agreement in the event that owners of the Millenkamp Parcel obtain a separate well or otherwise wish to terminate this agreement. In the event that by thirty (30) day written notice, the owner of the Millenkamp Parcel terminates this agreement, the agreement shall become null and void and the owner of the Millenkamp Parcel shall file a Termination of Well Water Agreement in the records of Delaware County, Iowa at the Millenkamp Parcel owners' expense.

11. In the event that this agreement is cancelled pursuant to the terms set forth above, the owner of the Millenkamp Parcel shall be solely liable for the cost of disconnecting from the well water system.

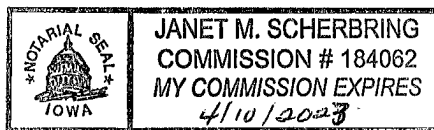
Dated this 7th day of October, 2021.

OWNERS OF PARCEL 2021-102
and
OWNERS OF MILLENKAMP PARCEL


Michael T. Millenkamp

Donna A. Millenkamp

STATE OF IOWA)
) ss.
DUBUQUE COUNTY)

Subscribed and sworn to before me on this 7th day of October, 2021, by
Michael T. Millenkamp and Donna A. Millenkamp, husband and wife, as Owners of Parcel
2021-102 and Owners of the Millenkamp Parcel.




Notary Public