

Prepared by & Return to: Jeffrey L. Walters, Esq., 2080 Southpark Court, Dubuque, IA 52003 (563) 582-2926

WATER WELL AGREEMENT

THIS AGREEMENT dated this 9th day of November, 2021, between Gary Meisner and Cheri Meisner, husband and wife, hereinafter called "GRANTOR" and Dustin K. White and Genevieve K. White, husband and wife, hereinafter called "GRANTEE",
WITNESSETH:

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

Parcel 2021-58; in the Southeast Quarter of the Southwest Quarter, Section 3, Township 90 North, Range 4 West of the 5th P.M., Delaware County, Iowa

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

Parcel 2021-59; in the Southeast Quarter of the Southeast Quarter, Section 3, Township 90 North, Range 4 West of the 5th P.M., Delaware County, Iowa

WHEREAS, there is now a well located on Grantor's property which can provide water to Grantee's property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS AGREED:

1. Easements Granted. The Grantor hereby grant to Grantee, a non-exclusive perpetual easement from the date of execution of this Agreement by Grantor, for use of the existing shared well, pump, and main line located on Grantor's property, and a perpetual, non-exclusive easement for the maintenance, repair, and replacement of the water line running from the main line to Grantee's 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, so long as the property is returned to the pre-excavated condition. The easement hereby created shall run with the land, appurtenant to Grantee's property.

2. Maintenance, Repair, and Replacement. Each of the parties will each pay the cost equally (50/50) for the maintenance, repair or replacement of the well and any jointly used water lines. Each party shall pay their own cost for maintenance, repair or replacement of any water

lines from the main water line or well serving only their property. In the event Grantee must excavate on Grantor's property for the purpose of maintenance, repair or replacement, Grantee shall be solely responsible for the cost of excavation and costs of restoration of Grantor's property to the pre-excavation condition. Grantor will make no change in the use or landscaping of Grantor's property which will materially increase the cost of such excavation or restoration.

If any party pays more than his, her or their proportionate share of any shared expense, he, she or they shall have a right of contribution from any other party, enforceable by action at law or in equity if unpaid within fifteen (15) days after notice and demand, and shall have a lien on the property of the other, which may be perfected by filing an affidavit claiming the lien, and enforced by foreclosure.

3. Electrical Service. The electrical service powering the well pump is presently provided from Grantor's property. As agreed, each lot using said well, will pay a prorate share of the electrical bill per calendar quarter if a separate meter is installed.

In the event of failure of Grantee to pay such assessment, the Grantor may give Grantee a written notice to cure the delinquency, and if the delinquency remains uncured for fifteen (15) days after delivery of such notice, the Grantor 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 the Grantor 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 non-livestock, household, and non-irrigation watering. If the parties desire to use large quantities, such as filling a pool or watering of lawn, such use is only allowed by agreement of all parties with any extra costs or resulting problems payable by the party using such large quantities of water.

5. No Warranty of Water. The parties agree that this Agreement shall be construed only as an easement in favor of Grantee to draw water from the well upon Grantor's property upon the terms and conditions set forth, and shall not constitute an agreement or promise by the Grantor to provide any particular quality or quantity of water. All parties agree that they will refrain from committing any act that will damage the quality or quantity of water.

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, Grantee shall give the Grantor twenty-four (24) hours' notice of any intended access upon Grantor's property for the purposes of maintenance, repair, or replacement. In the event of emergency, Grantee may have access as necessary, but shall notify the Grantor 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.

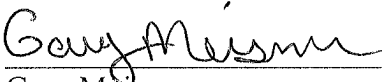
D. This Agreement shall run with the land and shall be binding upon the parties and their heirs, successors, and assigns. Either party may cancel this easement with 120 days notice to the other party.

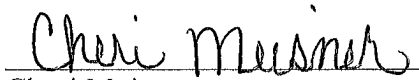
E. All parties shall be equally responsible for the cost of any necessary preventive maintenance and/or repairs to the well and its component parts, to include precautionary and preventive work on the well. This provision also includes unexpected, unforeseen or emergency expenses or costs of said well and its component parts provided the expense or cost were incurred in good faith and belief that such costs would be acceptable to the other lot owners and reasonable attempts were made to contact the other lot owners prior to contracting for such work.

Maintenance and repair shall be completed by seeking bids for such work with the majority accepting the best bid. The best bid is not always the lowest bid but the bid which balances costs and performance expectation. There is no liability solely to any one or more lot owners who contract for maintenance and repairs contracted on good faith and in accordance with this paragraph or upon belief that such costs would be acceptable to the other lot owners and reasonable attempts were made to contact the other lot owners prior to contracting for such work. However, should such maintenance or repairs be made necessary by negligence of one party or not in accordance with this paragraph, that party shall be responsible for the entire cost.

IN WITNESS WHEREOF, we have hereunto signed our names this 9th day of November, 2021.

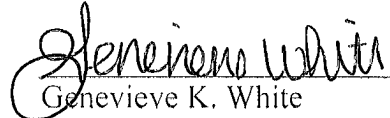
GRANTOR:


Gary Meisner


Cheri Meisner

GRANTEE:


Dustin K. White

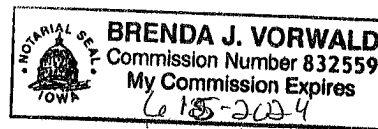

Genevieve K. White

STATE OF IOWA)
)
DUBUQUE COUNTY)

SS:

On this 9th day of November, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gary Meisner and Cheri Meisner, husband and wife, 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.

Brenda Vorwald
Notary Public in and for said State



STATE OF IOWA)
)
DUBUQUE COUNTY)

SS:

On this 9th day of November, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dustin K. White and Genevieve K. White, husband and wife, 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.

Brenda Vorwald
Notary Public in and for said State

