

PREPARED BY: Angela McDonough, 202 W 1st Street, Ste 150, Monticello IA 52310

RETURN TO: Angela McDonough, 202 W 1st Street, Ste 150, Monticello IA 52310

WATER AGREEMENT FOR 3005 160TH STREET, DYERSVILLE IA

1. Well Lot. Parcel 1(containing well): 3001 160th Street, Dyersville, IA 52040 is designated as the Well Lot and well, pump, electric service and related equipment shall, at all times, be maintained on the Well Lot, owned by Richard Bruggemann, 3001 160th Street, Dyersville IA.
2. Easement and Right of Way. An easement for the purpose of conveying water from the well to the Parcel 2(3005 160th Street, Dyersville IA) owned by Robb J. Harter. Said easement shall be a non-exclusive and perpetual right of way easement over and across Parcel 1 to connect to the well and pump equipment and draw water from the well located on Parcel 1 and maintain necessary water pipelines with connections and fittings to conduct water from the well to Parcel 2.
3. Use of Water. The owners of Parcel 2 may draw water from the well for domestic purposes only. The term "domestic purposes" shall mean only that water normally considered to be reasonable and necessary for the operation of a single-family residence and shall include use for the sprinkling of lawns, washing vehicles and related uses. The owners of Parcel 1 shall pay all electric bills for the operation of the well and the owners of Parcel 2 shall reimburse Parcel 1 owners the sum of \$300.00 per year to be paid on January 1 of each year for this electrical use. This electrical reimbursement shall be reviewed every two years to determine whether the cost of electricity shall cause an increase of the reimbursement.
4. Maintenance and Repair. Parcel 1 shall absorb 67% of the costs, repairs and maintenance associated with the well and Parcel 2 shall absorb the remaining 33% of the costs.
5. Miscellaneous. No additional lots or parties shall be added to the well without the consent of all parties to this Agreement. The owners of Parcel 2 shall not permit any lien or encumbrance upon Parcel 1.

This agreement shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described and it shall pass to and be for the benefit of each owner thereof. Notwithstanding any other provision, the owners of Parcel 2 may terminate this Agreement as to Parcel 2 and shall thereafter, have no other obligation under this Well Agreement.

Signed:

Richard Bruggemann

Printed Name:

Richard Bruggemann

Owner(s) of Property with the Well

Signed:

Robb J Harter

Printed Name:

Robb J Harter

Owner(s) of Second Property Served by Shared Well

State of Iowa County of Delaware

Signed or attested before me on 12/12/2021 (date) (December 12, 2021)

Richard Bruggemann and Robb J. Harter (name(s) of person(s)).



Angela M. McDonough

(Signature of notarial officer)
Title (and Rank)

My commission expires: 12-14-23