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County Recording Fee: \$17.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$20.00  
Revenue Tax:  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2023 PG: 2143

Prepared by & Return to: Carolyn Davis, Locher & Davis, PLC 225 1st Ave E, Dyersville, Iowa 52040 Phone: 563-875-9112

### WELL AND WATER AGREEMENT

This Agreement is made and entered into this 31<sup>st</sup> day of August, 2023, by and between Thomas Robert Vaske and Laura Irene Vaske, husband and wife, hereinafter "First Party", Keith W. Besler, a single person, hereinafter "Second Party", and Keith W. Besler, a single person, hereinafter "Third Party";

WHEREAS, Thomas Robert Vaske and Laura Irene Vaske, hereinafter "First Party", own Tract I legally described as:

Lot Three (3) of Besler Acres Part Of The Southwest Quarter (SW1/4) Of The Southeast Quarter (SE1/4), And Part of The Southeast Quarter (SE1/4) Of The Southeast Quarter (SE1/4), All In Section Six (6), Township Eighty-Seven North (T87N), Range Three West (R3W) Of The Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2023, Page 1131

upon which a water well is located;

WHEREAS, Keith W. Besler, a single person, hereinafter "Second Party", owns Tract II legally described as:

Lot One (1) of Besler Acres Part Of The Southwest Quarter (SW1/4) Of The Southeast Quarter (SE1/4), And Part of The Southeast Quarter (SE1/4) Of The Southeast Quarter (SE1/4), All In Section Six (6), Township Eighty-Seven North (T87N), Range Three West (R3W) Of The Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2023, Page 1131

WHEREAS, Keith W. Besler, a single person, hereinafter "Third Party", owns Tract III legally described as:

Lot Four (4) of Besler Acres Part Of The Southwest Quarter (SW1/4) Of The Southeast Quarter (SE1/4), And Part of The Southeast Quarter (SE1/4) Of The Southeast Quarter (SE1/4), All In Section Six (6), Township Eighty-Seven North (T87N), Range Three

West (R3W) Of The Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2023, Page 1131

WHEREAS, the undersigned respective owners of the above-described real estate desire to reduce to writing the agreement between them in connection with the Water Well and Water Service.

NOW AND THEREFORE, for the consideration of the mutual covenants made below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Thomas Robert Vaske and Laura Irene Vaske, owners of Tract I and Keith W. Besler, owner of Tract II and Tract III, agree as follows:

1. Agreement. There is a well now located on Tract I owned by First Party. Said well is now in existence and supplies water to Tract I, to Tract II for a personal residence, and to Tract III for a personal residence. There are well and water line components which run under Tract I, Tract II, and Tract III and are used for the purpose of providing water from the well to the residences and farm. Further, the pressure tank and controls are located on Tract I. The electricity needed to operate the pump is included in the electric bill which First Party receives from the utility company providing electricity. First Party agrees to pay said electricity bill.

Each party grants unto the other an easement over so much of the property owned by the other as may be necessary to make the repairs, provide maintenance, replace the lines, and do such other work as is necessary in order to keep the well and water system in good repair. In the event either party is required to provide maintenance on those elements benefiting said party and the maintenance disturbs the property of the other party, the party for whose benefit the maintenance is made shall repair the damage to the property of the other party, and shall restore the said property to as good a condition as prior to the maintenance work being effected. Both parties agree that they shall not build any structures or allow any accumulations of junk, debris or materials of any kind at any place which would interfere with the well, pump, or water lines used by the parties in common.

2. Maintenance. The owner of Tract I shall cover all costs of maintenance and repairs to the pump, well and pipes located on Tract I. The owner of Tract II shall cover all maintenance and repairs to the well and water line components on Tract II. The owner of Tract III shall cover all maintenance and repairs to the well and water line components on Tract III.
3. Shared Use. Neither Tract owner guarantees the purity or quality of water to the other Tract owners. Further, either Tract owner shall be entitled, at the expense of said Tract owner, to install such water purification equipment and devices at such Tract owner's expense for the furnishing of pure water for that Tract owner, and upon such Tract.

Owners of Tract II and Tract III agree not to make exclusive demands on the well, not to operate a business on their Tract which would increase the water demand, and that the water to the owner of Tract II and Tract III is for normal household and family purposes.

4. Covenants Running with the Land. This Well and Water Agreement shall be a permanent agreement running with the land. This Agreement shall be binding and inure to the benefit of the successors, heirs, and assigns of the owners of the three Tracts herein described. This Agreement shall continue for so long as there shall be a well providing water for each of the Tracts. In the event the owner of Tract II or Tract III decides to drill their own well on Tract II or Tract III, respectively, this agreement shall terminate with respect to said Tract. In the event it may become necessary to replace the well with a new well, the well must be dug deeper or there are maintenance or repair costs in excess of \$10,000.00, this agreement shall terminate in its entirety.

Dated this 31st day of August, 2023.

FIRST PARTY

SECOND PARTY

THIRD PARTY

Thomas Robert Vaske  
Thomas Robert Vaske

Keith W. Besler  
Keith W. Besler

Keith W. Besler  
Keith W. Besler

Laura Irene Vaske  
Laura Irene Vaske

STATE OF IOWA )  
 )  
DUBUQUE COUNTY )

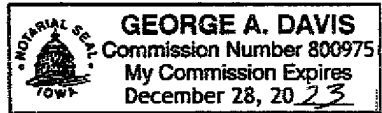
ss:

On this 31<sup>st</sup> day of August, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas Robert Vaske and Laura Irene Vaske, 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 their voluntary act and deed.

George A. Davis  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 )  
DUBUQUE COUNTY )

ss:



On this 31<sup>st</sup> day of August, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Keith W. Besler, a single person, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as her voluntary act and deed.

George A. Davis  
Notary Public in and for the State of Iowa

