

Recorded: 12/13/2023 at 2:57:59.0 PM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 3114

Prepared by & Return to: George 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 13th day of October, 2023, by and between Barbara J. Gaul, a single person, hereinafter "First Party", Barbara J. Gaul, a single person, hereinafter "Second Party", and Barbara J. Gaul, a single person, hereinafter "Third Party".

WHEREAS, Barbara J. Gaul, a single person, hereinafter "First Party", owns Tract I legally described as:

Parcel 2023-18 in the Southeast Quarter of the Northeast Quarter and in the Northeast Quarter of the Southeast Quarter Section 13, Township 90 North, Range 3 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2023, Page 526.

upon which a water well is located;

WHEREAS, Barbara J. Gaul, a single person, hereinafter "Second Party", owns Tract II legally described as:

That part of the North one-third (N 1/3) of the South three-eighths (S 3/8) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirteen (13), Township Ninety (90) North, Range Three (3) West of the Fifth P.M., that lies East of the middle line of the Rockville-Dickson Road;

WHEREAS, Barbara J. Gaul, a single person, hereinafter "Third Party", owns Tract III legally described as:

The Northeast Quarter (NE), Section Thirteen (13), Township Ninety (90) North, Range Three (3) West of the Fifth P.M., in Delaware County, Iowa, except Parcel 2023-18 in the Southeast Quarter of the Northeast Quarter and in the Northeast Quarter of the Southeast Quarter Section 13, Township 90 North, Range 3 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2023, Page 526; and

The Lot One (1) of the Subdivision of the North five-eighths (N 5/8) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) according to plat recorded in Book 2 Plats, Page 29 except Parcel 2023-18 in the Southeast Quarter of the Northeast Quarter and in the Northeast Quarter of the Southeast Quarter Section 13, Township 90 North, Range 3 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2023, Page 526; and

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, Barbara J. Gaul, owner of Tract I, Tract II, and Tract III agrees 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, a personal residence, Tract II, a personal residence, and Tract III, the remaining farm, and there are water lines 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. Further, the electricity needed to operate the pump is included in the electric bill which First Party receives from the utility company providing electricity. Although the First Party is being billed, Third Party and their successors and assigns shall pay the entire 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 cost of maintaining the well, including the cost of maintenance, repairs, improvements and replacement, if necessary, shall be borne 100% on the owner of Tract III. Further, said owner of Tract III shall also be responsible for 100% of the cost of maintenance, repairs, improvements, and replacements, if necessary, of so much of the water line as is for the joint and mutual benefit of the three Tracts; the owner of Tract III shall also be responsible for 100% of the cost of maintenance, repairs, improvements, and replacements, replacement of the pressure tank and controls. The owner of Tract I shall be liable for all maintenance expenses of the water line located on Tract I, the owner of Tract II shall be liable for all maintenance expenses of the water line

located on Tract II, and the owner of Tract III shall be liable for all maintenance expenses of the water line located on Tract III.

Neither Tract owner shall undertake any expenses for improvements, repairs, maintenance or construction (except to that portion of the line for which that Tract owner is solely responsible), without consulting the other Tract owners, and all such expenses for improvements, repairs, and maintenance of the common elements, shall be by mutual agreement. In the event the parties are unable to mutually agree, they shall appoint a third party arbitrator who will assist them in resolving the dispute, and who shall be entitled to cast a vote to break the tie in the event of an impasse.

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 I and Tract II 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 I and Tract II is for normal household and family purposes.

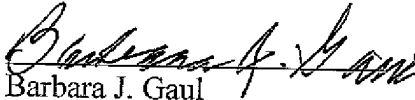
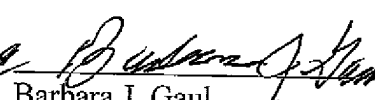
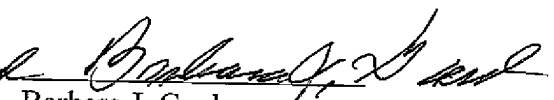
4. Covenants Running with the Land. This Well and Water Agreement shall be a permanent agreement running with the land. This Agreement shall be binding and inure to the benefit of the successors, heirs, and assigns of the owners of the three Tracts herein described. This Agreement shall continue for so long as there shall be a well providing water for each of the Tracts. In the event it shall become necessary to replace the well with a new well, or in the event the owner of Tract II decides to drill their own well, the owners of the Tracts may elect to terminate this Agreement in part or in full.

Dated this 13th day of October 2023.

FIRST PARTY

SECOND PARTY

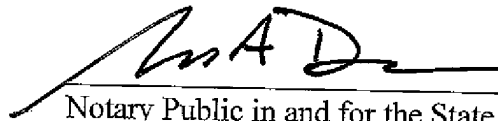
THIRD PARTY


 Barbara J. Gaul
 
 Barbara J. Gaul
 
 Barbara J. Gaul

STATE OF IOWA)
)
 DUBUQUE COUNTY)

ss:

On this 13th day of October, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Barbara J. Gaul, a single person, 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.



 Notary Public in and for the State of Iowa

