

Recorded: 7/21/2025 at 9:33:11.0 AM  
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: 2025 PG: 1927

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 ~~18~~<sup>19</sup> day of July, 2025, by and between Allan L. Digmann and Carmen R. Kluesner-Digmann, husband and wife, hereinafter "First Party", and Allan L. Digmann and Carmen R. Kluesner-Digmann, hereinafter "Second Party".

WHEREAS, Allan L. Digmann and Carmen R. Kluesner-Digmann, husband and wife, hereinafter "First Party", owns Parcel 1 legally described as:

A parcel in the SW ¼ of the NE ¼ of Section 36, Township 88 North, Range 3 West, described as follows: Commencing at the Northwest corner of the SW ¼ of the NE ¼ of said Section 36, thence East along the ¼, ¼ section line 482.0 feet to the point of beginning, thence East 400.0 feet thence South along an existing fence line 1059.0 feet to the former Right of Way line of the C.M. St. P & P Railroad, thence South 41° 18' 50" West along said Right of Way line 394.0 feet to the South line of the SW ¼ of the NE ¼ thence West along said line 532.5 feet, thence North 41° 18' 50" East 594.80 feet, thence North 908.20 feet to the point of beginning EXCEPT Parcel 2025-46 Part Of The Southwest Quarter (SW1/4) Of The Northeast Quarter (NE1/4) Of Section Thirty Six (36), Township Eighty Eight North (T88N), Range Three West (R3W) Of The Fifth Principal Meridian

upon which a water well is located;

WHEREAS, Allan L. Digmann and Carmen R. Kluesner-Digmann, husband and wife, hereinafter "Second Party", owns Parcel 2 legally described as:

Parcel 2025-46 Part Of The Southwest Quarter (SW1/4) Of The Northeast Quarter (NE1/4) Of Section Thirty Six (36), Township Eighty Eight North (T88N), Range Three West (R3W) Of The Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2025, Page 1299

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, Allan L. Digmann and Carmen R. Kluesner-Digmann, husband and wife, owners of Parcel 1 and Parcel 2 agree as follows:

1. Agreement. There is a well now located on Parcel 1 owned by First Party. Said well is now in existence and supplies water to Parcel 1, a personal residence and agricultural property, and in the near future, Parcel 2, a personal residence, and there are water lines which run under Parcel 1 and Parcel 2 and are used for the purpose of providing water from the well to the residences. Further, the pressure tank and controls are located on Parcel 1. 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, First Party and Second Party shall split the cost equally.

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 and the pressure tank and controls including the cost of maintenance, repairs, improvements and replacement, if necessary, shall be borne 50% on the owner of Parcel 1 and 50% on the owner of Parcel 2. Further, said owners of Parcel 1 and Parcel 2 shall each be responsible for 50% 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 two parcels. The owner of Parcel 1 shall be liable for all maintenance expenses of the water line benefitting only Parcel 1 and the owner of Parcel 2 shall be liable for all maintenance expenses of the water line benefitting only Parcel 2.

The cost of maintenance and repairs to the well, pressure tank and controls resulting from damage other than ordinary wear and tear, including negligence or intentional actions, by a party (hereinafter referred to as "Damaging Party") or any guests or invitees of the Damaging Party, shall be the sole responsibility of the Damaging Party.

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.

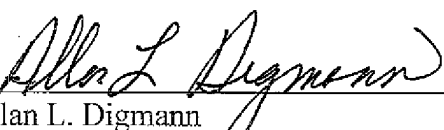
3. Shared Use. Neither parcel owner guarantees the purity or quality of water to the other parcel owners. Further, either parcel owner shall be entitled at the expense of said parcel owner to install such water purification equipment and devices at such parcel owner's expense, for the furnishing of pure water for that parcel owner, and upon such parcel.

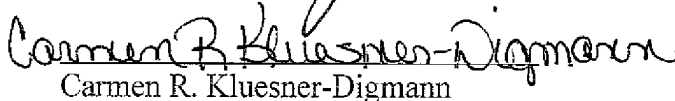
Owners of Parcel 1 and Parcel 2 agree not to make exclusive demands on the well, not to operate a business on their parcel which would increase the water demand, and that the water to the owner of Parcel 1 and Parcel 2 is for normal household and family purposes. Limited agricultural water use shall be permitted.

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 parcels herein described. This Agreement shall continue for so long as there shall be a well providing water for each of the parcels. In the event it shall become necessary to replace the well with a new well, or in the event the owner of Parcel 2 decides to drill their own well, the owners of the parcels may elect to terminate this Agreement in part or in full.


Dated this 18th day of July, 2025.

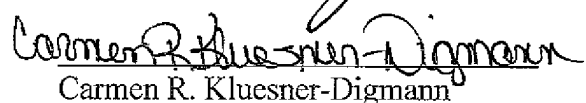
FIRST PARTY

  
Allan L. Digmann

  
Carmen R. Kluesner-Digmann

SECOND PARTY

  
Allan L. Digmann

  
Carmen R. Kluesner-Digmann

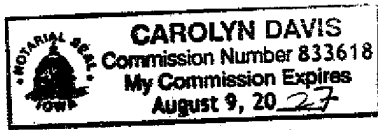
STATE OF IOWA )

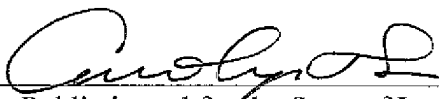
) ss:

DUBUQUE COUNTY )

On this 18th day of July, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Allan L. Digmann and Carmen R. Kluesner-Digmann, husband

and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



  
\_\_\_\_\_  
Notary Public in and for the State of Iowa