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County Recording Fee: \$17.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$20.00  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2026 PG: 1959

Prepared by & Return to: Carolyn Davis, Locher & Davis, PLC, 225 1<sup>st</sup> Ave. East, Dyersville, Iowa 52040  
Phone: 563-875-9112

### **WELL AND WATER AGREEMENT**

This Agreement is made and entered into this 14<sup>th</sup> day of July, 2026, by and between Justin Weber and Michelle Weber, husband and wife, hereinafter "First Party", and Jack M. Friedman, a married person, hereinafter "Second Party".

WHEREAS, First Party owns real estate legally described as Parcel 2026-41 In The South 370 Feet Of The East 590 Feet Of The Northeast Quarter Of The Northeast Quarter Of Section 18, Township 89 North, Range 3 West Of The 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2026, Page 1178, upon which a water well is located;

WHEREAS, Second Party owns real estate legally described as Parcel 2026-40 In The South 370 Feet Of The East 590 Feet Of The Northeast Quarter Of The Northeast Quarter Of Section 18, Township 89 North, Range 3 West Of The 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2026, Page 1178;

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 mutual covenants made below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Justin Weber and Michelle Weber, owner of Parcel 2026-41, and Jack M. Friedman, owner of the owner of Parcel 2026-40, agree as follows:

1. Agreement. There is a well now located on Parcel 2026-41 owned by First Party. Said well is now in existence and supplies water to Parcel 2026-41, a personal residence and agricultural property, and Parcel 2026-40, an agricultural property, and there are water lines which run under Parcel 2026-41 and Parcel 2026-40 and are used for the purpose of providing water from the well to the respective properties. Further, the pressure tank and controls are located on Parcel 2026-41. The electricity needed to operate the pump is included in the electric bill which First Party receives from the utility company providing electricity.

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 2026-41 and 50% on the owner of Parcel 2026-40. Further, said owners of Parcel 2026-41 and Parcel 2026-40 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 2026-41 shall be liable for all maintenance expenses of the water line benefitting only Parcel 2026-41 and the owner of Parcel 2026-40 shall be liable for all maintenance expenses of the water line benefitting only Parcel 2026-40.

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 parcel 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 parcel 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 2026-41 and Parcel 2026-40 agree not to make exclusive demands on the well and that the water to the owner of Parcel 2026-41 and Parcel 2026-40 is for normal household, family, and agricultural 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 owner of Parcel 2026-41 and Parcel 2026-40.

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 2026-40 decides to drill their own well, the owners of the parcels may elect to terminate this Agreement in part or in full.

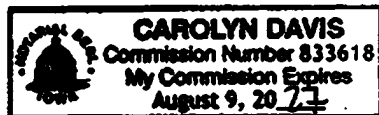
Agreed to this 14th day of July, 2026.

Justin Weber  
Justin Weber

Michelle Weber  
Michelle Weber

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me on July 14th, 2026, by Justin Weber and Michelle Weber, husband and wife.

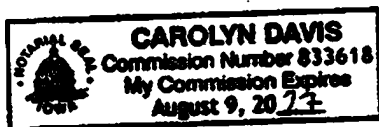


Carolyn Davis  
Signature of Notary Public

Jack M. Friedman  
Jack M. Friedman

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me on July 14th, 2026, by Jack M. Friedman.



Carolyn Davis  
Signature of Notary Public