

RECIPROCAL WATER WELL AGREEMENT

11/20/04
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Sharon A. Johnson
RECORDER
JOHNSON COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS;

That the undersigned, Daniel M. Johnson, and Sharon A. Johnson, husband and wife, being the owners in fee simple of Lot 10, Hickory Heights Subdivision, Part Two, an Addition to Johnson County, Iowa, and Peter W. Bachman and Vicki A. Bachman, husband and wife, being the owners in fee simple of Lot 11, Hickory Heights Subdivision, Part Two, an Addition to Johnson County, Iowa, do hereby make and enter into the following covenants and agreements with respect to a certain water well located at the Northeast corner of Lot 10. Unless revoked, modified, or rescinded by the unanimous agreement of the owners of said described lots, this Agreement shall run with the land and be in full force and effect and binding upon all persons who now or may hereafter own said lots, regardless of the manner by which said ownership or interest is acquired, whether acquired immediately or remotely, all as follows, to wit.

1. A water well system was constructed at the northeast corner of Lot 10 hereof. Said well is located approximately 100 feet to the west of the northeast corner stake of lot 10, thence 5 feet south, which is located in the West 40 Acres of the South half of the Southeast Quarter of Section 23, Township 81 North, Range 7 West, and recorded in Book 18, Page 25, Plat Records of Johnson County, Iowa.
2. Said water well system will continue to be one half (1/2) owned, utilized, and maintained equally by the owners of Lots 10 and 11, Hickory Heights Subdivision, Part Two, Johnson County, Iowa, for the supply of water thereto.
3. The undersigned hereby covenant, agree and recognize the joint ownership of the parties in and to said well and in and to the water supply derived therefrom.
4. The parties hereto further covenant and agree to provide access to said water well for maintenance, service, repair, and/or any and all related purposes by the most direct route to said from and off existing access located along North and East boundaries of Lot 10, excluding any excavation under any existing permanent structure or paved surface, which is prohibited.
5. All expenses for the operation, required water testing, and/or maintenance of this water well system, including the cost to repair any damage done to lots 10 and 11 by well maintenance equipment, along said access, shall be equally divided

(1/2) between the owners of lots described above. All well hookup costs shall be paid solely by the owner of each lot.

Lot No. 10 *Daniel M. Johnson*
Daniel M. Johnson

Sharon A. Johnson
Sharon A. Johnson

Lot No. 11 *Peter W. Bachman*
Peter W. Bachman

Vicki A. Bachman
Vicki A. Bachman

STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

On this 2nd day of December, 1994, before me, the undersigned, a Notary Public in and for said County, and said State, personally appeared Daniel M. and Sharon A. Johnson, husband and wife, and Peter W. and Vicki A. Bachman, husband and wife, me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged the execution of said instrument to be their voluntary act and deed.

Scott W. James
NOTARY PUBLIC

