

2006 0069  
FILED  
RECORDERS OFFICE  
JONES COUNTY IOWA

06 JAN -5 AM 11:27

MARIE KRUTZFIELD  
RECORDER 27.00 Pd

## WATER AGREEMENT

The Iowa State Bar Association  
Recorder's Cover Sheet

**Preparer Information:**

Roger J. Kurt,  
212 1<sup>st</sup> Ave. W.  
Cascade, IA 52033  
563-852-3309

**Taxpayer Information**

Supple Finishing, LLC,  
23938 Hwy 136  
Cascade, IA 52033

**Return Document To:**

Roger J. Kurt  
212 1<sup>st</sup> Ave. W.  
Cascade, IA 50233

**Grantors:**

Stephen T. Supple  
Jan M. Supple

**Grantees:**

Supple Finishing, LLC

**Legal Description:** See Page 2

PREPARED BY: ROGER J. KURT 212 1<sup>st</sup> Ave. W., Box 756 CASCADE 563-852-3309  
Return to: Roger J. Kurt, 212 1<sup>st</sup> Ave. W., Cascade, IA 52033

### WATER AGREEMENT

This Water Agreement (“Agreement”) is made this 21 day of December, 2005, by and between STEPHEN T. SUPPLE and JAN M. SUPPLE, husband and wife, (“Parcel A Owners”) and SUPPLE FINISHING, LLC, (“Parcel B Owner”).

### RECITALS

A. Parcel A Owners are the owners of the following described real estate herein referred to as “Parcel A”:

SW 1/4 NE 1/4 in Section 27, Township 86 North, Range 1 West of the 5<sup>th</sup> P.M., in Jones County, Iowa, except for Parcel 2005-159 thereof

B. Parcel B Owners are the owners of the following described real estate herein referred to as “Parcel B”:

Parcel 2005-159, located in the SW 1/4 NE 1/4 of Section 27, Township 86, North, Range 1, West of the 5<sup>th</sup> P.M., as shown in the Plat of Survey recorded in Plat Book Q, Page 106 (and as Document No. 2005-3168) of the Jones County, Iowa records, containing 2.09 acres, inclusive of .52 acre public road easement.

Subject to the rights of the public in all highways and to all easements of record

C. Parcel A is the lot upon which a well is located and shall sometimes be referred to herein as the “Well Lot” for purposes of this Agreement.

D. The purpose of this Agreement is to set forth the rights and duties of the owners of Parcel A and Parcel B with respect to the well and water system, and to provide for the

maintenance and repair of the well and the water system at the expense of the parties and their successors in interest and assigns.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree upon the following terms and conditions:

### AGREEMENT

1. Well Lot. Parcel A is designated as the Well Lot and the well, pump, electric service and related equipment shall, at all times, be maintained on the Well Lot.
2. Easement and Right of Way. The owner of Parcel B is granted a non-exclusive and perpetual right and easement over and across Parcel A to connect to the well and pump equipment and to draw water therefrom and to maintain necessary water pipelines with connection and fittings to conduct water from the well to the lot covered by this Agreement and to maintain the well and water system in good maintenance and repair.
3. Use of Water. The owner of Parcel B may draw water from the well for agricultural purposes, which is defined as the use of water for an agricultural confinement building, including water and livestock, power washing equipment, and the like.
4. Water Quality. Neither party guarantees the quality or purity of the water, nor the sufficiency of the water pressure.
5. Maintenance and Repair. The owner of Parcel B shall pay the entire cost of installation, maintenance, repair and replacement of the well, including the pump, electric meter and related equipment. The owner of Parcel B shall also pay the entire cost of the maintenance, repair and replacement of the line running from the existing well to the agricultural confinement building located on Parcel B. Parcel B is the owner of all well equipment, including the pump and related equipment and has paid the entire cost of installation of this equipment.
6. Miscellaneous. No additional lots or parties shall be added to the well without the consent of all of the parties to this Agreement. The owners of Parcel B shall not permit any lien or encumbrance to be incurred upon Parcel A.
7. Successors and Assigns. The covenants, reservations, restrictions, and conditions set forth in this Agreement are and shall be deemed to be covenants, reservations, restrictions, and conditions imposed upon and running with the land, including the well lot, and shall be binding upon and shall enure to the benefit of all of the parties to this Agreement and their successors in interest and assigns, and shall likewise be binding upon and shall enure to the benefit of all parties who, in any manner whatsoever, acquire title to any of Parcel A or B covered by this Agreement.

Notwithstanding any other provision, the owners of Parcel B may terminate this Agreement as to Parcel B and shall, thereafter, have no other obligation under this Well Agreement. Upon such notification by the Parcel B owner, the Parcel A owners shall be responsible for all costs associated with the repair, maintenance, or replacement of the well and related equipment.

8. State Law. This Agreement shall be governed by the laws of the State of Iowa.

9. Charge or Assessment. Parcel B owner shall pay no charge or assessment for the drawing of water from this well.

10. Indemnification/No Warranty. Parcel B owner for itself and its successors in interest, agree to indemnify and hold harmless the Parcel A owners and their heirs, successors in interest and assigns, from and against any and all liability, damage, obligation or cause of action with respect to, related to or arising out of the potability of the water from the well located on Parcel A.

DATED this 21 day of December, 2005.

SUPPLE FINISHING, LLC

BY: [Signature]  
JEB SUPPLE

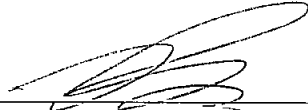
+ [Signature]  
STEPHEN T. SUPPLE

+ [Signature]  
JAN M. SUPPLE

STATE OF IOWA )  
 ) SS:  
COUNTY OF DUBUQUE )

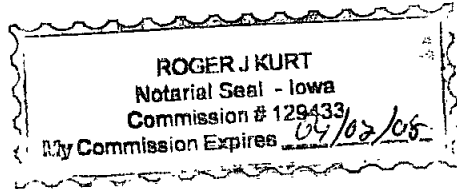
On this 21 day of December, 2005, before me, a Notary Public in and for the said State, personally appeared JEB SUPPLE, to me personally known who being by me duly sworn that person is President of said limited liability company that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of

the said limited liability company by authority of its managers and the said JEB SUPPLE acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

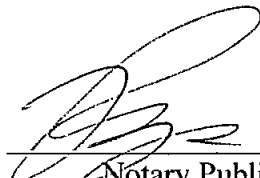


Notary Public, State of Iowa

STATE OF IOWA            )  
  ) SS:  
COUNTY OF DUBUQUE    )



On this 21 day of December, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared STEPHEN T. SUPPLE and JAN M. SUPPLE, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Notary Public, State of Iowa

