NE Iowa Mechanical
909 N. Franklin
Manchester IA
52057

DELAWARE COUNTY IOWA
FILED
2000 AU 29 AM 11:02
BOOK 2000 PAGE 1584
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$ 21.00

Preparer Information.

Daniel H. Swift	108 N. Madison Street	Manchester	319-927-4901
Preparer's Name	Street Address	City	Phone No.

WELL AGREEMENT

This Agreement made by and between John D. Smith and Linda L. Smith, husband and wife, (hereinafter referred to as Smith), Cindy S. Dougall and Timothy P. Dougall, wife and husband (hereinafter referred to as Dougall), and Mark R. Scherbring and Elizabeth A. Scherbring, husband and wife, (hereinafter referred to as Scherbring). Smith, Dougall and Scherbring, agree as follows:

1. Smith owns the following described real estate in Delaware County, Iowa, to-wit:

Lots Forty (40) and Seventy Seven (77) of Willie's Second Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 15, and part of the Northeast Quarter of the Southeast Quarter of Section 15, and part of the Northwest Quarter of the Southwest Quarter of Section 14, and part of the Southwest Quarter of the Northwest Quarter of Section 14, all in Township 88 North, Range 5, West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 4 Plats, Page 106

2. Dougall owns the following described real estate in Delaware County, Iowa, to-wit:

Lots Forty One (41) and Seventy Six (76) of Willie's Subdivision of part of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Fifteen (15), and part of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Fifteen (15), and part of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Fourteen (14), and part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW 1/4) of Section Fourteen (14), all in Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 4 Plats, Page 106, subject to easements of record

3. Scherbring owns the following described real estate in Delaware County, Iowa, to-wit:

> Lots Thirty Nine (39) and Seventy Eight (78) of Willie's Second Subdivision of part of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Fifteen (15), and part of the Northeast Quarter (NE ¼) of the South-east Quarter (SE ¼) of Section Fifteen (15), and part of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Fourteen (14), and part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section Fourteen (14) all in Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 4 Plats, Page 106, subject to easements of record

4. There is on the boundary line of the above-mentioned tract of land owned by Smith, a well, together with casing, pump, and engine used in connection therewith and belonging to the parties hereto.

5. Smith, Dougall and Scherbring shall have the right to draw water from said well for residential use.

6. The use granted herein is for residential purposes only. This Agreement shall not extend to commercial use.

7. This Agreement is binding upon the parties hereto, their heirs, successors and assigns and is perpetual and runs with the land.

8. Smith, Dougall and Scherbring shall each have a one-third (1/3) interest in and to the above-mentioned well, casing, pump and engine, and the right to take water from the well and to convey such water from the well to their respective described tracts of land by pipe.

9. Each of the parties hereto grants to the other parties an easement for purposes of pipes to convey the water from the well. The owner of the tract being crossed for the benefit of another owner shall have input as to the location of the pipe.

10. Each of the parties hereto, their heirs, successors and assigns shall deposit on a monthly basis, an amount which is agreed upon by the parties to this Well Agreement, which will be paid equally by all of the parties to this Well Agreement, which will be held in an account in the names of the parties hereto. Said amount shall be used by the parties for maintenance, expenses, electricity, repair, drilling and/or reconstruction of the well, casing, pump and engine, and for payment of electricity to run the well.

11. The intent of this Agreement is for each respective landowner to share in one-third (1/3) of the cost of operation, maintenance and reconstruction of said well.

12. Each of the parties hereto shall keep and maintain their respective pipes and water systems in good order so that there will be no leakage or seepage therefrom, to the detriment of the other property owners.

13. The rights and privileges and obligations created herein can be assigned by any of the parties hereto, their heirs, successors and assigns.

John D. Smith

Subscribed and sworn to before me this 8 day of August, 2000.

Notary Public in and for the State of Iowa 9-22-03

Linda L. Smith

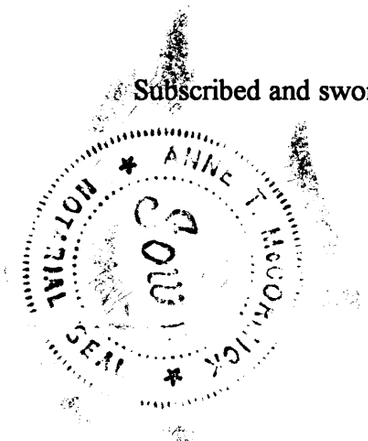
Subscribed and sworn to before me this 8 day of August, 2000.

Notary Public in and for the State of Iowa 9-22-03

Cindy S. Dougall

Cindy S. Dougall

Subscribed and sworn to before me this 31st day of July, 2000.



Anne T. McCormick #185747, exp. date 07/24/02

Notary Public in and for the State of Iowa

Timothy P. Dougall

Timothy P. Dougall

Subscribed and sworn to before me this 31st day of July, 2000.



Anne T. McCormick #185747, exp. date 07/24/02

Notary Public in and for the State of Iowa

Mark R. Scherbring

Mark R. Scherbring

Subscribed and sworn to before me this 24 day of Aug, 2000.

Janet Mauch 9-2003

Notary Public in and for the State of Iowa

Elizabeth A. Scherbring

Elizabeth A. Scherbring

Subscribed and sworn to before me this 24 day of Aug, 2000.

Janet Mauch 9-2000

Notary Public in and for the State of Iowa