Pat Duggan
209 Main St.
Ryan IA. 52330

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Document 2006 342 Type 06 006 Pages 3
Date 1/31/2006 Time 10:12 AM
Rec Amt $17.00

DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Prepared By and return to: Patty Coleman, F & G Realty, 202 N. Franklin St. Manchester, Iowa 927-4410

WELL AGREEMENT

Patricia Weisbeck and James Weisbeck agree to continue the well agreement between Ronald Albert & Robin Albert and Patrick Duggan.

That a well is located on the property of Ronald & Robin Albert, the following described real estate:

The Northeast Quarter (NE ¼) of the Southeast Quarter (SE1/4), except commencing at a point Six Hundred (600.0) feet North of the Southeast corner thereof, and running thence North a distance of Three Hundred Fifty (350.0) feet, thence West One Hundred Twenty-Four and Five Tenths (124.5) feet, thence South Three Hundred Fifty (350.0) feet, thence East One Hundred Twenty Four and Five-Tenths (124.5) feet to the point of beginning, and other lands, all in Section Thirteen (13), Township Eighty-Seven (87) North, Range Five (5) West of the 5th P.M.

That Pat Duggan is the owner of the following described real estate:

Parcel A, part of the NE1/4 of the SE1/4 of Section 13, Township 87 North, Range 5 West of the 5th P.M., per plat recorded in Book 1999, Page 702 except Parcel B, being part of said Parcel A – per plat recorded in Book 2001, Page 2895, subject to roadways and easements of record.

That the above described property owned by Duggan had been served water from the well located on the Albert property and this shall continue after the Weisbecks purchase the property from Alberts.

That as long as Duggan owns the property Duggan shall pay to Weisbeck $50.00 dollars per year in return for Weisbeck providing water to Duggan's property on an as needed basis.

That any major repairs to the well shall be shared equally by the respective landowners. The lines running from the well to the Duggan property shall be the sole responsibility of the property served.

That all parties understand and agree that there is no warranty expressed or implied as to the quality of the water produced or supplied.

That Weisbeck grants to Duggan reasonable access to the connecting lines on the Weisbeck property for maintenance and repair.

That in the event that the Duggan property is sold that the Weisbecks agree to continue to serve the new owners and terms will be negotiated at that time.

That if Weisbecks sell their property this agreement will continue on to the next owners for a period of at least 25 years from the date of this document.

Dated this 27th day of January, 2006.

Patricia L Weisbeck 1-28-06
Patricia Weisbeck Date

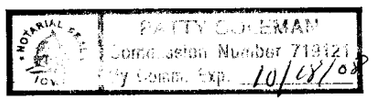
1-28-06
James Weisbeck Date

Patrick Duggan 1-31-06
Patrick Duggan Date

STATE OF IOWA)
) SS
DELAWARECOUNTY)

On this 28th day January, 2006 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Patricia Weisbeck and James Weisbeck to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Patty Coleman
Notary Public in and for State of Iowa



STATE OF IOWA)
) SS
DELAWARE COUNTY)

On this 31st day of January, 2006 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Pat Duggan to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Janet R. Oakleaf
Notary Public in and for State of Iowa

