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Document 2007 3320 Type 06 006 Pages 3
Date 10/11/2007 Time 10:11:10AM
Rec Amt $17.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

WELL AGREEMENT
(Recorder's Cover Sheet)

Preparer information: *(name, address & phone number)*
Pamela J. Hargrafen, 23091 264th Street, Delhi, IA 52223 563-922-2394

Taxpayer information: *(name & complete address)*
Pamela J. Hargrafen, 23091 264th Street, Delhi, IA 52223

Return Document to: *(name & complete address)*
Pamela J. Hargrafen, 23091 264th Street, Delhi, IA 52223

Grantors:

Pamela J. Hargrafen

Grantees:

Helen M. First

Legal Description is located on page: 2

Document or instrument number of previously recorded documents:

WELL AGREEMENT

THIS AGREEMENT is made by Pamela J. Hargrafen, f.k.a. Pamela J. Hook as Parcel 1 described below and Helen M. First as owner of Parcel 2 described below:

Parcel 1: Parcels D, Part Of The SW ¼ Of The NW ¼ Of Section 29, T88N,R4W Of The Fifth P.M., Delaware County,Iowa, according to plat recorded in Book 3 of Plats, Page 84 .

Parcel 2: Parcel O, part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), Section Twenty-nine (29), Township Eighty-eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2001, Page 2939; and Lot 3B, a part of Lot Three (3) in First's Third Addition in Delaware County, Iowa, according to plat recorded in Book 7, Plats, Page 51.

WHEREAS a well is located of Parcel 2, which serves the houses built on both parcels and a third parcel;

WHEREAS both parties desire to establish the rights and obligations with regards to the owners of both parcels and said well.

IT IS THEREFORE AGREED as follows:

1. The owner of Parcel 1 shall have the right to use the well and pump located on Parcel 2 and shall be entitled to maintain a water line from Parcel 1 to said well and pump on Parcel 2, either directly or through the property of a third party.

2. Hargrafen shall pay to the Helen M. First $1.00 and all consideration representing a proportionate share of the construction and maintenance cost of the well and pump to the date of this agreement .

3. The owner of Parcel 1 shall pay one-third of the expenses of repair and replacement of the pump and motor, and the well, from and after the date of this agreement.

4. The parties agree that the utility costs for the pump shall b paid by the owner of Parcel 1, who shall be reimbursed for 1/3 of the cost by the owner of Parcel 2.

5. In the event the well becomes unusable and/or economically unrepairable at any time in the future, this Agreement shall terminate and both parties shall be free to construct their own well or to contract together to construct a replacement pursuant to terms and conditions to be agreed upon in that circumstance. The owner of Parcel 1 may terminate the agreement and disconnect at any time.

6. This agreement is binding on successors and assigns of the owners of both parcels and shall be considered an easement which runs with the land.

Agreement is hereby made upon the signing of this Agreement on the date hereafter noted.

Dated 6/12/02. Pamela J. Hargrafen

Pamela J. Hargrafen

Subscribed, sworn and acknowledged to me by Pamela J. Hargrafen on the 12th day of June .2002.

Linda J. Jay

Dated Helen M. First

Helen M. First

LINDA J. JAY
Commission Number 129134
MY COMMISSION EXPIRES
February 18, 2004

Subscribed, sworn and acknowledged to me by Helen M. First on the 12th day of June ,2002.

Linda J. Jay

Notary Public In And For The State Of Iowa

LINDA J. JAY
Commission Number 129134
MY COMMISSION EXPIRES
February 18, 2004