EW
David Hardin Sr.
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Book 2007 Page 3835

Document 2007 3835 Type 06 006 Pages 4
Date 11/30/2007 Time 11:00:05AM
Rec Amt $22.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by Marcheta R. Cooey, 2607 220 Ave, Delhi, IA 52223-8503 Phone: 563 922 2792

WELL EASEMENT AGREEMENT

WHEREAS, **Marcheta R. Cooey** unmarried, and **Marcheta R. Cooey** and **Ralph Douglas Cooey as Trustees of the Trust U/W/O Archie W. Cooey, Jr., Deceased (Collectively "Cooey")** are the owners of Lot 14 part of the HARTWICK LAKE CLUB NORTH FOURTH SUBDIVISION, A Subdivision of Lot Two of HARTWICK LAKE CLUB NORTH, SECOND SUBDIVISION of part of the SE ¼ of the SE ¼ and of the NE ¼ of the SE ¼ except the NORTH 10 ACRES THEREOF, ALL IN SECTION 24, T88N, R5W of the fifth principal Meridian, DELAWARE COUNTY, IOWA.

WHEREAS, **David V. Hardin Sr.**, (**"Hardin"**), owner of Lot # 1 of HARTWICK LAKE CLUB NORTH FOURTH SUBDIVISION wants to share in the well system located on Lot 14 described above. Said well at this time is used only for livestock during the summer months by **Bill Heims ("Heims")** and turned off during the winter months.

WHEREAS, with the added use of **Hardin**, the water would be left on the year around, and **Hardin** would be responsible for paying the electric bill each month, preferably using the light company or Alliant option "easy pay" with direct withdraw from a bank account. In the event other lots are added to this system, a WELL ASSOCIATION will be established which shall create a special well account for the purpose of building a saving account for potential well repair or replacement costs, as well as to facilitate deposit of receipts and payment of expenses..

WHEREAS, normally the cattle are not put in pasture until May. The cattle are usually taken out sometime in November. Before new lines can be added to this well, there would need to be a frost free hydrant placed on the line going to the cattle water tank so the water could be turned off to the tank during the winter months. There would need to be a curb-stop placed on the **Hardin** line. It would be **Hardin's** responsibility and cost to have the curb stops and a water line put in from the well to his lot and hooked up to his existing system.

NOW THEREFORE the parties do hereby agree as follows:

1. For the water used by **Heims'** cattle, either **Heims** or **Hartwick Lake Club** will pay to **Hardin** a yearly charge which is in the amount of $45.00 per year due by

May 1, 2008. The parties shall seek to agree upon an amount for subsequent years, which shall be no more than one-fourth (1/4th) of the previous years electric basic service charge.

2. Because this water system is owned by Hartwick Lake Club, it will have the right to add water lines in the future at its expense for lots being developed in the HARTWICK LAKE CLUB NORTH FOURTH SUBDIVISION, or HARTWICK LAKE CLUB NORTH SECOND SUBDIVISION.

3. Any future parties added to the well system shall, as a condition of such addition, become a part of a WELL ASSOCIATION having officers and meeting yearly. If others connecting to the well system use the main installed by **Hardin** such parties must share equally in the installation cost of the part of the well system that has been developed by **Hardin** for his home use. If HARTWIC LAKE CLUB develops more lots, it shall do so at its own expense and install its own water mains and lines.

4. Each year **Hardin** will check the well for bacteria and nitrate in cooperation with the Delaware County Sanitation Department. When an association is formed it will be its responsibility to assure that the water is checked to meet IDNR requirements, taking water samples and sending them to an approved chemical lab for all tests required by the State of Iowa. It is understood that neither **Cooey** nor **Heims** are warranting the quality of the water presently coming from said well, and **Hardin** and the Well Association hereinafter established shall be fully responsible for assuring that such water meets legal requirements for human consumption. **Hardin** and such Well Association shall, jointly and severally, indemnify and hold harmless **Cooey** and **Heims** jointly and severally from any and all claims arising from any deficiency in water quality from such well or the failure of such water, at any time to meet applicable standards for human consumption.

5. Any additional property taxes incurred for the well, well house or equipment from this point on will be borne equally by the parties using water from the well provided; however, that neither **Heims** nor **Hartwick Lake Club** will be responsible for any cost incurred in modifying the water system for home use.

6. The rights herein granted shall be for the special benefits of the owners or tenants of the lots described herein and any future service extended to other developed lots and shall inure to the benefit thereof and shall run with the land to any future owners or tenants thereof so as the same shall be used and maintained for well water purposes.

7. **HARTWICK LAKE CLUB** will share 50/50 in well repair as long as there are cattle pastured in HLC N fourth Subdivision and HLC N second Subdivision. If for any reason the pasture is not rented for livestock **Hartwick Lake Club** will no longer participate in any cost or upkeep of the well. As stated above, any lot owners or lessees of any Lots in said Subdivisions who become users of this well will participate equally in all upkeep, improvements, repairs, replacement and monthly electrical costs as voted on by the Well Association Members. All new members must sign this agreement before they will be allowed to tap into the system.

DATED this 6 day of November ,2007

HARTWICK LAKE CLUB

BY Marcheta R. Cooey
Marcheta R. Cooey

Marcheta R. Cooey
MARCHETA R. COOEY, Individually

TRUST U/W/O ARCHIE W. COOEY, JR.
Deceased

By: Marcheta R Cooey
Marcheta R. Cooey, Co-Trustee

By: Ralph D Cooey
Ralph Douglas Cooey, Co-Trustee

DAVID V. HARDIN SR.

Acknowledgments for Individuals

STATE OF IOWA)
)ss
COUNTY OF DELWARE)

This instrument was acknowledged before me on Oct. 25, 2007 by **Marcheta R. Cooey as Owner of Hartwick Lake Club**

Linda J. Jay
Notary Public in and for the State of Iowa

NOTARIAL SEAL
LINDA J. JAY
Commission Number 129134
MY COMMISSION EXPIRES
February 18, 2008

STATE OF IOWA)
)ss:
COUNTY OF DELWARE)

This instrument was acknowledged before me on Oct. 25, 2007 by **Marcheta R. Cooey** as individually and as Co-Trustee of the Trust U/W/0 Archie W. Cooey Jr. Deceased

Linda J. Jay
Notary Public in and for the State of Iowa

LINDA J. JAY
Commission Number 129134
MY COMMISSION EXPIRES
February 18, 2008

STATE OF COLORADO)
)ss:
COUNTY OF Jefferson)

This instrument was acknowledged before me on November 6, 2007, by **Ralph Douglas Cooey** as Co-Trustee of the Trust U/W/O Archie W. Cooey, Jr., Deceased

Sharon R. Mullinax
Notary Public in and for the State of ~~Iowa~~ Colorado

SHARON R. MULLINAX
NOTARY PUBLIC
STATE OF COLORADO
My Comm. Exp. 7-21-2011

STATE OF IOWA)
)ss:
COUNTY OF DELWARE)

This instrument was acknowledged before me on Oct. 25, 2007 by **David V. Hardin, Sr.**

Linda J. Jay
Notary Public in and for the State of Iowa

LINDA J. JAY
Commission Number 129134
MY COMMISSION EXPIRES
February 18, 2008