Book 2008 Page 2539
Document 2008 2539 Type 06 006 Pages 5
Date 8/13/2008 Time 1:59:54PM
Rec Amt $27.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

WELL AGREEMEMT

Recorder's Cover Sheet

Preparer Information:
William D. Werger, 401 East Main Street, Manchester, (563) 927-5920

Taxpayer Information:
Diana L. and James R. McGraw, 2353 180th Avenue, Manchester, IA 52057

Return Address
William D. Werger, 41 East Main Street, Manchester, IA 52057

Grantors:
Corey J. Voelker and Jennifer J. Voelker

Grantees:
James R. Mcgraw and Diana L. Mcgraw

Legal Description: Lot Seven (7) and Eight (8) of McGraw Third Subdivision, Delaware County, Iowa, according to plat recorded in Book 2001, Page 2920

Document or instrument number if applicable: NA

William D. Werger 401 East Main Manchester (563) 927-5920
Preparer Information

WELL AGREEMENT

THIS AGREEMENT is made by and between the undersigned owners of the following described parcels:

Parcel 1: Owners: Corey J. Voelker and Jennifer J. Voelker

Legal Description

Lot Seven (7) and Eight (8) of McGraw Third Subdivision, Delaware County, Iowa, according to plat recorded in Book 2001, Page 2920

Parcel 2: Owners: Diana L. McGraw and James R. McGraw

Legal Description

Lot Three (3), Lot Five (5) and Lot Six (6) of McGraw Third Subdivision, Delaware County, Iowa, according to plat recorded in Book 2001, Page 2920 (or part thereof)

WHEREAS a well is to be located on Parcel 1 to be constructed by Corey J. Voelker and Jennifer J. Voelker as purchasers of said parcel;

WHEREAS the Voelkers are agreeable to allowing permanent use of the well by the owners of Parcel 2 or any part thereof;

WHEREAS the parties desire to set forth their agreement regarding fees, expenses, repairs and utility costs for the operation of said well;

IT IS THEREFORE AGREED as follows:

1. The owners of Parcel 1 and Parcel 2 shall equally share in the cost of construction and placing the well in service on Parcel 1. Any service line from the well on Lots 7 and 8 to Parcel 2 or any part thereof shall be constructed and maintained by the owners of Parcel 2. The pump shall be located on Parcel 1 and the utilities of Parcel 1 shall be used to operate the pump.

2. The owners of Parcel 2 or any part thereof shall have the right to use the well and pump located on Parcel 1 and shall be entitled to maintain a water line from their parcel to said well and pump. Parcel 2 currently has no houses located any where on the property. It is anticipated that one or more houses will be construction on the lots comprising Parcel 2. Only when a house is built on the parcel shall the owner have the obligation to help pay the operating costs for the well and pump.

3. The owners of Parcel 2 shall be assessed no less than annually an amount necessary to pay operating costs for the well and pressure tank and retain a maintenance reserve of $100. Any other amounts necessary shall be assessed as necessary and allocated among the houses then getting water from the well.

4. The expenses of repair and maintenance of the well, pump and pressure tank will be paid out of the maintenance reserve.

5. The parties agree that the electric bill for the pump shall be maintained by the owner of Parcel 1. Any parties with a house connected to the well shall pay their share of the utility cost necessary to provide water to all houses.

6. In the event the well becomes unusable at any time in the future, this Agreement shall terminate and all 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.

7. Any of the owners of lots within Parcel 2 may terminate their participation in this agreement at any time by giving at least six months prior written notice of their intention to terminate to the other owners. The terminating owners shall pay all costs of disconnection. The owners of Parcel 1 may not terminate the other parties' interest in this agreement.

8. The parties agree that the water being pumped out of the well shall be tested at the well at least annually to be paid for out of the maintenance reserve.

9. All waters lines from the well to the respective homes shall be constructed and maintained solely by the owners using said water lines. To the extent that the water lines cross Parcel 1, the owners of Parcel 2 are hereby granted an easement for placement of the water lines to their respective houses.

10. This Agreement shall be binding on successors and assigns of the owners of all parcels and shall be considered easement rights which run with the land.

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

Dated 8-11-08

Diana L. McGraw

James R. McGraw

Subscribed, sworn and acknowledged to me by Diana L. McGraw and James R. McGraw on the 11th day of August, 2008.

WILLIAM D. WERGER
Commission Number 129812
My Commission Expires
October 6, 2010

Notary Public In And For The State Of Iowa

Dated 8-12-08

Aug. 5, 2008

Corey J. Voelker

Jennifer J. Voelker

Subscribed, sworn and acknowledged to me by ~~Corey J. Voelker and~~ Jennifer J. Voelker on the 5th day of August, 2008.

Notary Public In And For The State Of Iowa

WILLIAM D. WERGER
Commission Number 129812
My Commission Expires
October 6, 2010

Subscribed, sworn and acknowledged to me by Corey J. Voelker on the 12th day of August, 2008.

Notary Public In And For The State
Of Iowa

NOTARIAL SEAL IOWA
WILLIAM D. WERGER
Commission Number 129812
My Commission Expires
October 6, 2010