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Date 8/17/2012 Time 9:37:50AM
Rec Amt $17.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

WELL AGREEMENT

(Recorder's Cover Sheet)

Preparer information: *(name, address & phone number)*

Dale White, 2416 Carstensen Dr., Waverly, IA 50677 319-352-4409

Taxpayer information: *(name & complete address)*

N/A

Return Document to: *(name & complete address)*

w/ ⊗ Dale White, 2416 Carstensen Dr., Waverly, IA 50677

Grantors:

Dale White
Pat White

Grantees:

Stan Hackert
Kathy Hackert
Roger Walker
Cathy Walker

Legal Description is located on page: 2

Document or instrument number of previously recorded documents:

DW

WELL AND WATER AGREEMENT

Dale White, First Party 20518 260th Street, Delhi, IA 52223 DW
Pat White, First Party

And

Stan Hackert, Second Party 20523 260th Street, Delhi, IA 52223 DW
Kathy Hackert, Second Party

And

Roger Walker, Third Party 20506 260th Street, Delhi, IA 52223 DW
Cathy Walker, Third Party

It is agreed between Dale White and Pat White, husband and wife, first parties, Stan Hackert and Kathy Hackert, husband and wife, second parties, and Roger Walker and Cathy Walker, husband and wife, third parties, as follows:

The above parties own cabins on the Earl Schmidt Camp property, and located on the Second Parties premises is a well and pump, which are owned by all parties.

All parties thereto agree:

1. In consideration of the sum of $3,227 receipt of which is hereby acknowledged, same being $3,227 from second parties and $3,227 from third parties, and other valuable consideration as set out below, first parties grant to second parties and third parties the right to use the water from said well for all their normal household uses, including lawn and garden watering, and the right of access to the well for the connection and necessary pipes for such use, and for necessary maintenance, repair and/or replacement of the well and or pump.

2. All parties shall each pay their own expenses for the cost of maintenance of their own pipes and connection thereof.

3. Second parties and third parties, and any other party, other than first parties, benefiting from the actual use of the water in the well, shall pay to the first parties $15.00 per year for a period of five years commencing with the year 2002, for electricity for the running of the pump.

4. Any repairs necessary for the repair of the well and the pump, or for the replacement thereof, shall be paid in equal shares by the parties hereto.

5. This agreement shall run with the land and shall be binding on the parties hereto, their heirs, successors and assigns; this agreement may be altered or amended, or terminated, at any time, by mutual agreement, in writing , of all parties, or successor parties hereto.

6. At the end of the five year period set forth above in Paragraph 3, the cost for the electricity shall be renegotiated for an additional five year period, and said renegotiation shall be made for each five year period thereafter.

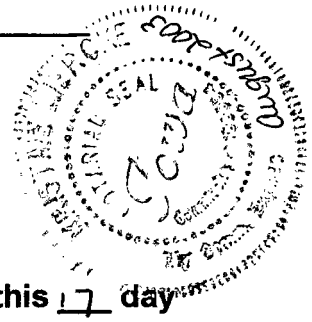
Acknowledgment states: State of Iowa, County of Linn ss: On this 10 day of Aug, A.D. 2002, before me, the undersigned, in and for said County and State, personally appeared Dale White and Pat White.

Dale White

Pat White

Kristine Juercke

Notary in and for the State of Iowa



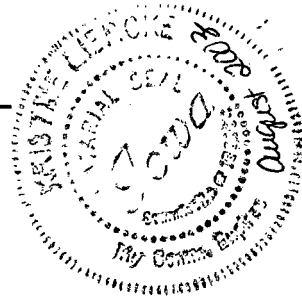
Acknowledgment states: State of Iowa, County of Linn ss: On this 17 day of Aug, A.D. 2002, before me, the undersigned, in and for said County and State, personally appeared Stan Hackert and Kathy Hackert.

Stan Hackert

Kathy Hackert

Kristine Juercke

Notary in and for the State of Iowa



Acknowledgment states: State of Iowa, County of Linn ss: On this 17 day of Aug., A.D. 2002, before me, the undersigned, in and for said County and State, personally appeared Roger Walker and Cathy Walker.

Roger Walker

Cathy Walker

Kristine Juercke

Notary in and for the State of Iowa

