Book 2015 Page 651
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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

EW

PREPARED & RETURN TO: DIANA MCGRAW 2353 180th AVENUE MANCHESTER, IA 52057
(5630 927-5840

WELL AGREEMENT

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

Parcel: 1 Owners: Diana L. McGraw and James R. McGraw

LEGAL DESCRIPTION

Lot One (1) of McGraw Third Subdivision, Delaware County, Iowa according to plat recorded in Book 2001, Page 2920 (or part thereof)

8-88-5

Parcel: 2 Owner: Jason E. Davis As Per Quit Claim Deed

LEGAL DESCRIPTION

Lot TWO (2) of McGraw Third Subdivision, Delaware County, Iowa according to the plat recorded in Book 2001, page 2920 (or part thereof)

WHEREAS a well is located on Parcel 1.

WHEREAS the McGraws are agreeable to 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 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 Parcel 1 or any part thereof shall be constructed and maintained by the owners of Parcel 2. The pump shall be located on Parcel 1 and utilities of Parcel 2 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.

3. The expenses of repair or replacement and maintenance of the well and pump and pressure tank shall be shared equally by owners of Parcel 1 and Parcel 2.

4. The parties agree that the electric bill for the pumping shall be maintained by the owner of Parcel 2. Any parties with a house connected to the well shall pay their share of the utility cost necessary to provide water to all houses.

5. 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 the terms and conditions to be agreed upon in that circumstance.

6. Owner of Parcel 2 may terminate their participation in this agreement at any time by giving a least six month written notice of the intention to terminate to the other owners. The terminating owner shall pay all cost of disconnection. Parcel 2 owner shall continue to maintain utilities necessary operating the well, if unable to maintain this connection, Parcel 2 owner shall incur cost of rewire to Parcel 1 location to be be determined by Parcel 1 owners.

7. The parties agree that the water being pumped out if the well shall be tested at the well at least annually to be paid for by the parties.

8. All water lines from the said well to the respective properties 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 properties.

9. 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 signing of this Agreement on the date hereafter noted.

Date 3-17-15

Diana L. McGraw

James R. McGraw

Subscribed, sworn and acknowledged to me by Diana L. McGraw and James R McGraw on the 17th day of March, 2015.

CHRISTINE L TEGELER
Notarial Seal - Iowa
Commission # 138836
My Commission Expires 3-6-16

Notary Public In And For The State Of Iowa

Date 3-20-15

Jason E. Davis

Subscribed, sworn and acknowledge to me by Jason E. Davis on the 20th day of March, 2015.

COLLEEN MEYER
Notarial Seal - Iowa
Commission # 704820
My Commission Expires 08-28-15

Notary Public In And For The State Of Iowa