WELL and WATER AGREEMENT

It is here agreed by and between Charles N. Searles and Ruth M. Searles, husband and wife, owners of the following described property situated in Delaware County, Iowa to wit:

> That part of Lots 31 and 32 according to and as shown on "Plat of Turtle Creek Camp in Milo Township on Delhi Lake in Delaware County, Iowa", described as commencing on the East line of said Lot 31 at a point 55 feet Southeast from the Northeast corner of said Lot 31, running thence Southeast on the East lines of said Lots 31, and 32 a distance of 75.72 feet, thence Southwest to a point on the West line of said Lot 32 that is 25 feet Southeast of the Northwest Corner of said Lot 32, thence Northwest on the West lines of said Lots 32 and 31 to a point on the West line of Said Lot 31 that is 55 feet Southeast of the Northwest corner of said Lot 31, thence Northeast to the point of beginning; subject to use of the West 30 feet thereof as a roadway, and the North ½ and the Northerly 20 feet of the South ½ of the following described lot - All that part of Lot Thirty Two except a strip Twenty Five feet wide along the Northerly side thereof, according to and as shown on Plat of "Turtle Creek Camp in Milo Township on Delhi Lake in Delaware County, Iowa," that lies North of a Straight line running from the Northeast line of said Lot Thirty Two through a point that is equally distant from the Southeast corner of Lot Thirty Three in said Plat and a point on the Northeast line of said Lot Thirty Two that is to a point on the Southwest line of said Lot Thirty Two that is seventy five feet Southeast of the Southwest corner of a strip twenty five feet wide off the Northerly side of said Lot Thirty Two; subject to the use of the West Thirty feet thereof as a roadway as shown on said plat.

hereafter refer to as "First Party", and Robert J. Larson and Gertrude K. Larson, husband and wife, owners of the following described property situated in Delaware County, Iowa to-wit:

> All that part of Lots Thirty-Two (32) and Thirty-Three (33) according to and as shown on Plat of "Turtle Creek Camp in Milo Township on Delhi Lake in Delaware County, Iowa", that lies South of a straight line running from the Northeast line of said Lot Thirty-two (32) through a point that is equally distant from the Southeast corner of said Lot Thirty-Three (33) and the Southeast corner of a strip Twenty-Five (25) feet wide off the Northerly side of said Lot Thirty Two (32) to a point on the Southwest line of said Lot Thirty-Two that is forty-one and seven-tenths (41.7) feet Northwest of the ?Southwest corner of said Lot Thirty-Two (32), and North of a straight line running from the South East corner of said Lot Thirty-Three 933) that is Thirty-Three and three-tenths (33.3) feet Southeast of the Northwest corner of said Lot Thirty-Three (33); subject to the use of the West Thirty (30) feet thereof as a roadway as shown on said plat, and excepting

therefrom

FILE No. 26-55
RECORDING FEE $ 20.00
TRANSFER FEE $
FILED FOR RECORD THE 6 DAY OF July, 1990 AT 3:04 O'CLOCK P M. BOOK 2 PAGE 54
STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Misc.

The Northerly 20' of the South ½ of the following described lot - All that part of Lot Thirty Two except a strip Twenty Five feet wide along the Northerly side thereof, according to and as shown on Plat of "Turtle Creek Camp in Milo Township on Delhi Lake in Delaware County, Iowa," that lies North of a straight line running from the Northeast line of said lot Thirty Two through a point that is equally distant from the Southeast corner of Lot Thirty Three in said Plat and a point on the Northeast line of said Lot Thirty Two that is to a point on the Southwest line of said Lot Thirty Two that is seventy five feet Southeast of the Southwest corner of a strip twenty five feet wide off the Northerly side of said Lot Thirty Two; subject to the use of the West Thirty feet thereof as a roadway as shown on said plat.

hereafter referred to as "Second Party";

WHEREAS Second Party has contributed their proportionate share of the construction costs of one certain well located on property belonging to First Party, and;

WHEREAS Second Party have been drawing water from said well under an oral agreement with First Party, and;

WHEREAS is the intent of both parties to grant to Second Party a perpetual right of use of the well located on the property owned by First Party;

Now in consideration of one dollar and other valuable consideration,

IT IS AGREED that Second Party and their successors in interest in title to the above property shall have perpetual right to draw water from said well for their personal and household use and benefit;

IT IS FURTHER AGREED that Second Party shall have an easement over and under the property of First Party for the purpose of laying, constructing, repairing and maintaining water pipes from said well to property owned by Second Party.

IT IS FURTHER AGREED that this agreement relates to a water right only and is not to be construed as granting any other right or privilege with regards to property owned by First Party.

IT IS FURTHER AGREED that Second Party agrees to pay a proportionate share of the maintenance and upkeep of the well including all costs associated with redrilling, rebuilding or repairing the well and including a proportionate share of any utility costs necessary for use of the well with such proportionate share to be determined by the number of households being served by the well when any such cost is incurred.

IT IS FURTHER AGREED that this agreement shall be binding upon and inure to the benefit of all successors in interest to the title of the property owned by both parties.

DATED and signed this 5th day of July, 1989~~9~~0

Charles N. Searles
Charles N. Searles

Ruth M. Searles
Ruth M. Searles

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 5th day of July, 1990, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Charles N. Searles and Ruth M. Searles, husband and wife

STEPHANIE L. SWANSON
MY COMMISSION EXPIRES
11-3-90

Stephanie L. Swanson
Notary Public in and for the State of Iowa

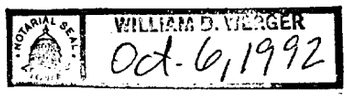
DATED and signed this 12th day of Sept., 1989.

Robert J. Larson
Robert J. Larson

Gertrud K. Larson
Gertrude K. Larson

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 12th day of Sept., 1989, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Robert J. Larson and Gertrude K. Larson, husband and wife



William D. Vierger
Notary Public in and for the State of Iowa