WELL AGREEMENT AND EASEMENTS

WHEREAS, WILLIAM J. VALENTA and CHARMION R. VALENTA, husband and wife, hereinafter referred to as VALENTA, are the present titleholders in possession of the property legally described as follows, to-wit:

Lot 8, Amended Plat of Lots 6, 7, 8 and 9 of Auditor's Plat No. 2, Delaware County, Iowa,

and

WHEREAS, ROBERT D. STRAW and DONNA M. STRAW, husband and wife, hereinafter referred to as STRAW, are the present titleholders in possession of the property legally described as follows, to-wit:

Lot 7, Amended Plat of Lots 6, 7, 8 and 9, of Auditor's Plat No. 2, Delaware County, Iowa,

and

WHEREAS, CURT JENSEN and JULIE JENSEN, husband and wife, hereinafter referred to as Jensen, are the present titleholders in possession of the property legally described as follows, to-wit:

Lot 6, Amended Plat of Lots 6, 7, 8 and 9, of Auditor's Plat No. 2, Delaware County, Iowa,

and

WHEREAS, ROBERT P. BLACK, a single person, hereinafter referred to as BLACK, is the present titleholder in possession of the property legally described as follows, to-wit:

Lot 10, of Auditor's Plat No. 2, Delaware County, Iowa.

NOW, THEREFORE, in consideration of the mutual promises herein contained:

1. WELL OWNERSHIP. VALENTA, is sole owner of well and pumping equipment associated with said well, which is located on Lot 8. The well pit is part on Lot 7 and part on Lot 8.

2. WELL EASEMENT. STRAW, hereby grants unto JENSEN, VALENTA, AND BLACK an easement across Lot 7, and VALENTA hereby

FILE No. 38-538
RECORDING FEE $ 15.00
TRANSFER FEE $
FILED FOR RECORD THE 30 DAY OF August, 1990 AT 11:50 O'CLOCK A. M. BOOK 2 PAGE 71
STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Misc.

grants unto JENSEN, STRAW, AND BLACK, an easement across Lot 8, both easements extending onto the respective lots only so far as is reasonably necessary for the operation, repair, maintenance and/or replacement of the existing well and appurtenance thereto, and ingress and egress across said Lots for such purposes.

3. WATER LINE EASEMENT TO JENSEN, STRAW, VALENTA AND BLACK. STRAW, hereby grants unto JENSEN, BLACK AND VALENTA, an easement and right of entry over, upon, under and across Lot 7 for the maintenance, repair and replacement of a water line. VALENTA hereby grants unto JENSEN, BLACK AND STRAW, an easement and right of entry over, upon, under and across Lot 8, for the maintenance, repair, and replacement of a waterline. Said easement shall run from said well in a line agreeable to either STRAW or VALENTA, depending on what lot water line crosses, and notice shall be given to Lot 7 or 8 before digging across said lot involved.

4. EXPENSE OBLIGATION. JENSEN, STRAW AND BLACK shall pay a yearly fee to VALENTA for electricity, due June 1st of each year, for operation of said pumping equipment. All repairs, replacement, and so forth for said well shall be shared by Lots 6, 7, 8 and 10 equally.

Individual water lines are of individual responsibility from said cabins on respective lots to well pumping equipment.

No other Lots shall be connected to said well in any manner, shape or form without the unanimous consent of Lots 6, 7 8 and 10.

5. SUCCESSORS IN INTEREST. All easements and agreements contained herein shall run with the land and shall be binding

on the successors in the interest to the parties hereto.

DATED this 20 day of August, 1990.

CURT JENSEN

JULIE JENSEN

ROBERT D. STRAW

DONNA M. STRAW

WILLIAM J. VALENTA

CHARMION R. VALENTA

ROBERT P. BLACK

Subscribed and sworn to before me, Geraldine A. Repass, a Notary Public, on the 20th day of August, 1990.

GERALDINE A. REPASS IOWA NOTARIAL SEAL

GERRI REPASS
MY COMMISSION EXPIRES
12/21/91

Geraldine A. Repass