WELL AND EASEMENT AGREEMENT

THIS AGREEMENT entered into on this 17th day of September, 1990, by and between Ralph E. Atherton and Inez M. Atherton, husband and wife, hereinafter referred to as Parties of the First Part; James M. Thomas and Alice M. Thomas, husband and wife, hereinafter referred to as Parties of the Second Part, and Margaret M. Ernst, a single person, hereinafter known as Party of the Third Part.

WITNESSETH:

WHEREAS, the Parties of the First Part are owners of real estate situated in Delaware County, Iowa, legally described as follows:

> That part of Lots Thirty Four (34) and Thirty Five (35) according to and as shown on Plat of "Turtle Creek Camp in Milo Township on Delhi Lake in Delaware County, Iowa", described as follows to-wit: Commencing at the Southeast corner point of said Lot Thirty Five (35) and running thence Northwest on the East line of said Lot a distance of eighty seven (87) feet to the point of beginning; running from said point of beginning a distance of eighty seven (87) feet Northwest on the East line of said Lots Thirty Five and Thirty Four (35 & 34), thence Southwest to a point on the West line of said Lot Thirty Four (34) that is one hundred three and eight-tenths (103.8) feet Northwest of the Southwest corner of said Lot Thirty Four (34), thence Southeast along West line of said Lot Thirty Four (34) a distance of fifty one and nine-tenths (51.9) feet, thence Easterly to the point of beginning; subject to the use of the West thirty (30) feet thereof as a roadway as an extension of the roadway shown on said Plat,

AND WHEREAS, the Parties of the Second Part are the owners of the following described real estate situated in Delaware County, Iowa, legally described as follows:

> That part of Lots 33 and 34 according to and as shown on Plat of "Turtle Creek Camp in Milo Township on Delhi Lake in Delaware County, Iowa", described as commencing at the Southeast corner of said Lot 33 and running thence Southwest to a point on the West line of said Lot 33 that is 33.3 feet Southeast of the Northwest corner of said Lot 33, thence Southeast on the West line of said Lots 33 and 34 a distance of 52 feet, thence Northeast to a point on the East line of said Lot 34 that is 87.72 feet Southeast of the Northeast corner of said Lot 34, thence Northwest to the point of beginning; subject to the use of the West 30 feet thereof as a roadway as shown on said Plat,

FILE No. 42-699
RECORDING FEE $ 20.00
TRANSFER FEE $

FILED FOR RECORD THE 17 DAY OF September, 1990 AT 3:26 O'CLOCK P. M. BOOK 2 PAGE 74

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Misc.

AND WHEREAS, the Party of the Third Part is the owner of the following described real estate situated in Delaware County, Iowa, legally described as follows:

> That part of Lots Thirty Four (34) and Thirty Five (35) of Turtle Creek Camp in Milo Township on Delhi Lake in Delaware County, Iowa, according to plat recorded in Book 2, Page 63, described as commencing at the West corner point of said Lot Thirty Five (35) and running thence Easterly on the South line of said Lot Thirty Five (35) to the Southeast corner point of said Lot, thence Northwest on the East line of said Lot Thirty Five (35) a distance of eighty seven (87) feet, thence Southwesterly to a point on the West line of said Lot Thirty Four (34) that is fifty one and nine-tenths (51.9) feet Northwest of point of beginning, thence Southeast on the West line of said Lot Thirty Four (34) to point of beginning, subject to the use of the West thirty (30) feet thereof as a roadway; same being a part of the Southwest Quarter of Northwest Quarter of Section Twenty Five (25), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian,

AND WHEREAS, the real estate owned by the Second Parties and Third Party lie adjacent to the real estate owned by the Parties of the First Part and Second Parties and Third Party wish to enter into a well agreement for the establishment, use and maintenance of a mutual well to be located on real estate owned by Party of the Third Part.

AND WHEREAS, the Parties of the First Part agree to provide an easement to the Parties of the Second Part to run a water line over and across their real estate from the well of the Third Party to the real estate owned by Second Parties.

NOW THEREFORE, in consideration for the mutual benefits to be gained by the parties and the mutual promises contained herein, the parties agree as follows:

1. The parties of the Second Part and Party of the Third Part agree that they shall mutually drill a well located on the Westerly portion of real estate owned by the Party of the Third Part and that the cost of drilling said well shall be borne equally by each of the parties.

2. That further, the Parties of the Second Part and Party of the Third part agree that each of them shall be entitled to use said well to supply water to their respective cabins located on the respective parcels of real estate described herein. Each of the parties agree that the water from said well will be used only for residential and household purposes and will not be used for any commercial purpose. The Parties of the Second Part and the Party of the Third Part will each pay their own individual cost of piping water from the well to their individual cabins, or to such other location on their parcel of real estate as desired by either of said parties.

3. The parties of the First Part, hereby grant unto the Parties of the Second Part, and the Party of the Third Part also grants unto the Parties of the Second Part an easement upon, over, across and under so much of the real estate owned by the Parties of the First Part and the Party of the Third Part for the purpose of laying such piping necessary for piping of water to the real estate owned by the Parties of the Second Part. The Parties of the First Part and Party of the Third Part also grant unto the Parties of the Second Part the right to inspect, maintain, replace or repair said pipeline as is necessary in order to supply water from the well to the real estate owned by the Parties of the Second Part and shall allow such access to their premises as is necessary to complete any said maintenance, replacement, and/or repairs to the pipeline. The Parties of the Second Part agree to make necessary repairs to the premises of the Parties of the First Part and Party of the Third Part so as to return the premises to its condition prior to the installtion or repair of the pipeline, or as nearly thereto as possible.

4. The cost of any repairs, maintenance and/or replacement to said well or equipment necessary for the operation of said well shall be borne equally by the Parties of the Second Part and Party of the Third Part. In addition, the electrical expense for the operation of said well shall be borne equally by the Parties of the Second Part and Party of the Third Part. On mutual agreement of the Parties of the Second Part and Party of the Third Part, or their successors hereto, additional parties may be added to the well under such terms and circumstances as they agree to at the time, provided however, that said parties agree that the Parties of the First Part or their successors shall be entitled to be added as additional parties to the well provided that they agree to pay all costs of piping and hooking unto said well, a portion of the initial drilling cost and shall agree to abide by all the provisions of this said agreement.

5. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns and shall run with the land.

In Witness Whereof the Parties hereto have duly executed this Agreement on the 17th day of Sept., 1990.

Ralph E. Atherton

Inez M. Atherton

PARTIES OF THE FIRST PART

James M. Thomas 9/13/90

Alice M. Thomas 9/13/90

PARTIES OF THE SECOND PART

Margaret M. Ernst

PARTY OF THE THIRD PART

STATE OF IOWA)
Linn) ss:
COUNTY OF ~~DELAWARE~~)

On this 13th day of September, 1990, before me, a Notary Public in and for the State of Iowa personally appeared James M. Thomas and Alice M. Thomas, husband and wife, known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Richard A. Patterson
Notary Public in and for the State of Iowa

My Comm. Expires 5-8-92

STATE OF IOWA)
) ss:
COUNTY OF Linn)

On this 14 day of September, 1990, before me, a Notary Public in and for the State of Iowa personally appeared Ralph E. Atherton and Inez M. Atherton, husband and wife, known to me to be the identical persons named in and who executed the same as their voluntary act and deed.

Iowa NOTARIAL SEAL

Patricia A Beaty
Notary Public in and for the State of Iowa
Patricia A. Beaty

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 17 day of September, 1990, before me, a Notary Public in and for the State of Iowa personally appeared Margaret M. Ernst, a single person, known to me to be the identical person named in and who executed the same as her voluntary act and deed.

JUDY K. HALL IOWA NOTARIAL SEAL

Judy K Hall
Notary Public in and for the State of Iowa
Judy K. Hall