WELL AND MAINTENANCE AGREEMENT

WHEREAS, the partnership known as the SCHUSTERSICH PARTNERSHIP is the owner of property legally described as:

SE 1/4 of NW 1/4, the N 3/4 of NE 1/4 of SW 1/4; that part of SW 1/4 of NE 1/4 described as commencing at the center of Sec. 9, thence E 48 rods, N 50 rods, W 48 rods, S 50 rods to beginning; and the SE 1/4, All in Sec. 9; and the W 1/2 of SW 1/4 of Sec. 10 all in Twp. 88 North, Range 4, W of 5th P.M. excepting therefrom that part of SE 1/4 of Sec. 9, Twp. 88 North, Range 4, W of 5th P.M. described as commencing at SW corner of SE 1/4 of Sec. 9, thence N 1129.68 feet along the W line of the SE 1/4 of Sec. 9 to the place of beginning, thence E 241.71 feet, N 208.71 feet, W 241.71 feet, thence S 200.71 feet along the W line of SE 1/4 of Sec. 9 to beginning, Delaware County, Iowa.

herein referred to as the "Home Farm"; and

WHEREAS, DAVID and MARGO SCHUSTERSICH are owners of property contiguous to the Home Farm, which property is described on the exhibit marked Exhibit "A" and attached hereto, hereinafter referred to as the Lester Land; and

WHEREAS, located on the Home Farm is a water well, which well has been in existence and maintained for many years past, and which well services both The Home Farm and the Lester Land at the present time.

WHEREAS, DAVID SCHUSTERSICH was formerly a partner in the partnership known as SCHUSTERSICH PARTNERSHIP and has provided payment for the maintenance and upkeep of said well; and

WHEREAS, the well in question services the building and land known as the Lester Land; and

WHEREAS, the parties are desirous of entering into an agreement regarding the maintenance and costs of the well;

NOW, THEREFORE, IT IS AGREED AMONG THE PARTIES, CONSIDERATION FOR WHICH AGREEMENT IS DEEMED ADEQUATE BY ALL SIGNATORIES HERETO, THAT:

1. DAVID SCHUSTERSICH and his successors, heirs, and assigns shall have the right to draw from the well located on the Home Farm all water he deems appropriate for use on the land known as the Lester Land.

2. DAVID SCHUSTERSICH shall pay one-half of the cost for installation of electric meter for use of metering electricity used by the well.

FILE No. 98-2806
RECORDING FEE $ 20.00
TRANSFER FEE $
FILED FOR RECORD THE 28 DAY OF May, 19 91 AT 10:37 O'CLOCK A. M. BOOK 2 PAGE 174
STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Misc,

3. That in return for obtaining water from the well, DAVID SCHUSTERSICH, his successors, heirs, and assigns shall pay a sum equal to one-half of all operating costs, including costs of electricity, costs of chemicals, costs of the repair and replacement of parts, and any other costs involved with the operation of the well, and shall make those payments every six months. That payments shall be made on the first day of June and the first day of January of each year.

4. SCHUSTERSICH PARTNERSHIP, or its successor in interest, shall provide no less than fifteen (15) days prior to payment date copies of all bills for electricity, chemicals, repairs and other costs to the well in question.

5. DAVID SCHUSTERSICH, his heirs or assigns, shall have the right to attach additional lines to the well as needed for the Lester Land and repair or replace existing lines and shall have the right to enter upon the Home Farm at all reasonable times to make such repairs or replacements.

6. No party to this agreement shall in any way interfere with the operation or right to use, nor in any way cause harm to the well or its contents, nor waste, nor diminish the quantity or quality of the water contained in said well.

7. In the event that the well becomes dry, ineffective, or in any way needs to be replaced, DAVID SCHUSTERSICH, his heirs or assigns have the option to participate in the drilling of a new well on the Home Farm property or, at their option, may remove themselves from said drilling requirement and at that time, this agreement shall terminate. If DAVID SCHUSTERSICH, his heirs or assigns participate in the drilling of a new well, they shall bear one-half of all costs in the drilling of same, and this agreement shall continue.

8. This agreement shall run with the land and be appurtenant to the land and shall be binding on all future heirs, successors or assigns on both properties in question and should be filed of record with the Recorder of Delaware County, Iowa.

Signed on this 31st day of December, 1990.

SCHUSTERSICH PARTNERSHIP

By Daniel F. Schustersich
DANIEL F. SCHUSTERSICH

By William J. Schustersich
WILLIAM J. SCHUSTERSICH

David J Schustersich
DAVID SCHUSTERSICH

Margo Schustersich
MARGO SCHUSTERSICH

STATE OF IOWA

ss:

COUNTY OF DELAWARE

On this 23rd day of May, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared DANIEL F. SCHUSTERSICH and WILLIAM J. SCHUSTERSICH, to me personally known, who, being by me duly sworn, did say that they are partners of SCHUSTERSICH BROTHERS, an Iowa partnership, executing the foregoing instrument, that the instrument was signed on behalf of the partnership by authority of the partnership, and the partners acknowledged the execution of the instrument to be the voluntary act and deed of the partnership, by it and by the partners voluntarily executed.

IOWA NOTARIAL SEAL

Lila Luensmann, Notary Public, State of Iowa

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STATE OF IOWA

ss:

COUNTY OF DELAWARE

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On this 23rd day of May, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared DAVID SCHUSTERSICH and MARGO SCHUSTERSICH to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

IOWA NOTARIAL SEAL

Lila Luensmann, Notary Public, State of Iowa

That part of the Southeast Quarter of Section 9, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa, described as:

Beginning at the Southwest Corner of the Southeast Quarter of said Section 9, thence North 0°00'00" East (assumed bearing for this description only) 1129.68 feet along the West line of said Southeast Quarter;

thence North 90°00'00' East 241.71 feet;

thence North 0°00'00" East 189.09 feet to a point of intersection with the North line of the Southwest Quarter of the said Southeast Quarter;

thence continuing North 0°00'00" East 19.62 feet;

thence North 90°00'00" West 241.71 feet to a point of intesection with the West line of the said Southeast Quarter;

thence North 0°00'00" East 183.61 feet along the West line of said Southeast Quarter to a point;

thence South 89°15'52" East 1145.00 feet to a point;

thence South 0°00'00" East 197.76 feet to a point of intersection with the South line of the Northwest Quarter of the said Southeast Quarter;

thence continuing South 0°00'00 East 1324.24 feet to a point of intersection with the South line of the said Southeast Quarter;

thence North 89°15'52" West 1145.00 feet along the South line of the said Southeast Quarter, to the point of beginning, contain 38.84 acres more or less, and is subject to the public road and easements of record. (SAME ALSO KNOWN AS PARCEL B)

EXHIBIT "A"