WELL AGREEMENT

This Agreement made and entered into this 24 day of August, 1991, by and between JAMES GONGWER and CAROL GONGWER, husband and wife, hereinafter referred to as "GONGWER" and GLEN SHULTZ and SHERI SHULTZ, husband and wife, hereinafter referred to as "SHULTZ".

WHEREAS, GONGWER is the owner of a certain cabin located on leased land owned by Junior Schneider in the Southwest Quarter (SW-1/4) of the Southeast (SE-1/4) Quarter, Section 23-88-5, West of the 5th P.M. in Delaware County, Iowa, and

WHEREAS, SHULTZ is the owner of certain property adjacent to the property owned by GONGWER, and

WHEREAS, GONGWER is willing to permit SHULTZ as the adjacent property owner to hookup to his well for the extraction of water and willing to permit said adjacent owner to use the well equipment, pump, pressure tank, and controls, and

WHEREAS, SHULTZ is willing to pay for the priviledge of the use of such well,

NOW, THEREFORE, in consideration of the mutual promises and consideration hereinafter referred to, the parties hereto do hereby agree as follows:

(1) That this agreement is made for the benefit of the parties hereto and shall bind their heirs, administrators, executors, successors in interest, assigns or transferees, and does constitute an agreement or covenant running with the land.

(2) That SHULTZ shall have the right to hook into and attach to the GONGWER well for purpose of extraction of water for the benefit of SHULTZ.

FILE No. 120-588
RECORDING FEE $ 10.00
TRANSFER FEE $
FILED FOR RECORD THE 4 DAY OF September, 1991 AT 11:35 O'CLOCK A. M. BOOK 2 PAGE 213
STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
Misc.

(3) That SHULTZ shall at his own risk install the necessary pipe and hookup equipment in a safe manner and in accordance with good plumbing and well standards and further in accordance with good workmanship.

(4) That SHULTZ shall pay to GONGWER or his successors or assigns the sum of Twenty Five Dollars ($25.00) per year, payable June 1 of each year commencing June 1, 1992, for the use of said well.

(5) SHULTZ shall have no obligation for any maintenance or repair concerning the operation of the well and GONGWER shall provide the necessary repairs and maintenance to assure the flow of water to the SHULTZ hookup.

Done and entered into this 24 day of August, 1991.

James Gongwer
James Gongwer

Glen Shultz
Glen Shultz

Carol Gongwer
Carol Gongwer

Sheri Shultz
Sheri Shultz

STATE OF IOWA)
)
COUNTY OF)

On this 24 day of August, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JAMES GONGWER, CAROL GONGWER, GLEN SHULTZ, and SHERI SHULTZ, 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.

Richard G Stender
Notary Public, State of Iowa

RICHARD GENE STENDER
MY COMMISSION EXPIRES
6-13-93