EASEMENT AND AGREEMENT

For good and valuable consideration, the following Agreement is entered into this 31 day of August, 1991, by and between the undersigned, all owning property located in Clair-View Acres at Delhi, Iowa, in Sections Twenty-Three (23) and Twenty-Six (26) Milo Township, Delaware County, Iowa, according to Plat recorded in Book 2, Plats, Page 200; same being a part of the South Half (S½) of the Southeast Quarter (SE¼) of Section Twenty-Three (23), Township Eighty Eight (88) North, Range 5, West of the Fifth Principal Meridian, as follows:

Lot 10 - Timothy John and Vivian Jean Reynolds
Lot 11 - Kenneth and Jackie Jones
Lot 12 - Daniel B. and Patricia K Becker
Lot 13 - William "Bill" and Bonita Hughes
Lot 14 - Thomas and Candace Pfalzgraf
Lot 15 - Gary L and Judith H. Meyers

That the purpose of this Agreement is to establish well and water rights for all the undersigned, their heirs and assigns, and to file for public record the location of the well and the waterlines which are jointly owned by all the undersigned, their heirs and assigns. That attached to this particular easement is a plat of the property under consideration located in the above described sections and made a part of this particular agreement.

That the undersigned do hereby covenant and agree as follows:

1. That each of the undersigned are the owners of a parcel of the property described on Exhibit "A" - plat which is hereto attached and made a part of this particular Agreement.

2. That all the undersigned parties do hereby have a financial interest in both the well as well as the waterlines and at the present time the undersigned consider themselves joint owners of said well as well as the waterlines.

3. It is hereby agreed by the undersigned parties that all the undersigned parties will be provided with water as required by the D.E.Q. for the reasonable use and needs for domestic purposes of single family dwelling.

4. That the water should be furnished from the well located upon Lot No. 12, of "Clair-View Acres at Delhi, Iowa", in Sections Twenty Three (23) and Twenty Six (26), Milo Township, Delaware County, Iowa, according to the plat recorded in Book 2, Plats, Page 200; same being a part of the South one-half (S½) of the Southeast Quarter (SE¼) of Section Twenty Three (23), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, and piped from said well per the map attached marked Exhibit "A" to the respective property

JENK & GOEN
LAW OFFICES
DYERSVILLE, IOWA
52040

FILE No. 122-655
RECORDING FEE $ 25.00
TRANSFER FEE $
FILED FOR RECORD THE 10 DAY OF September, 19 91 AT 1:49 O'CLOCK P. M. BOOK 2 PAGE 214
STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
Misc.

owners.

5. That the undersigned do hereby agree to all expenses and costs required to keep the water system in operable condition sufficient to deliver water as guaranteed under this Agreement.

6. That in the event said well does go dry or does not produce the quantity or quality of water sufficient to meet the demands and/or the needs of all parties hereto affected, it is hereby agreed that the undersigned shall bear the total expense of drilling the well to a deeper depth until sufficient water is encountered to meet the needs and/or the demands of the parties however, that the same is practical and reasonable and agreed upon by the majority of the undersigned parties, their heirs and assigns. That the majority shall control and that each cabin owner shall have only one vote per cabin.

7. That the undersigned shall share expenses of all maintenance of the main waterline to each respective hydrant and that the property owners shall maintain at his own expense his own private waterline - meaning from the hydrant into his cabin.

8. That it is hereby agreed that all the undersigned parties shall share equally the responsibility for furnishing electricity for the operation of the pump, maintenance of the pump and waterline.

9. That the parties hereto further grant the right of ingress and egress to the maintenance men to come upon or pass and repass over, in person or with equipment, such portions of their land as is necessary to make repairs, inspection, service or maintaining any part of water system for which they are responsible so as to keep same in operable condition. It is further agreed that the land shall be returned and restored to its original condition.

10. That this Agreement shall be effective upon the signing of the parties hereof, and shall continue in duration perpetually.

11. That the undersigned hereby release all parties from any and all liability in connection with the quality or purity of the water as pumped under this Agreement; the responsibility for determining the purity of said water is hereby placed upon the users thereof.

12. That this Agreement shall be binding upon the parties hereto, their heirs and assigns, and shall run with the land.

13. That attached to this Agreement is a map that designates well location as well as waterlines and that the hydrants are located in approximately the middle of each individual lot. That the

JENK & GOEN
LAW OFFICES
DYERSVILLE, IOWA
52040

undersigned do hereby grant that the owners of said well and waterlines that said right of way per above described and per the above condition.

Timothy John Reynolds

Vivian Jean Reynolds

Kenneth Jones

Jackie Jones

Daniel B. Becker

Patricia K. Becker

William "Bill" Hughes

Bonita Hughes

Thomas Pfalzgraf

Candace Pfalzgraf

Gary L. Meyers

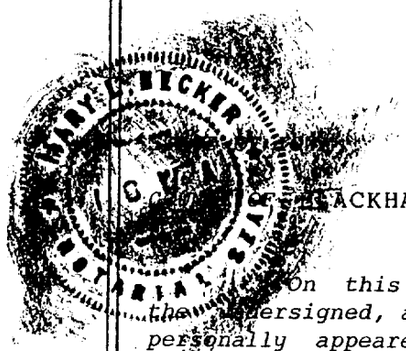
Judith H. Meyers

STATE OF IOWA)
) SS
COUNTY)

On this 31 day of August, 1991, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Timothy John Reynolds and Vivian Jean Reynolds, husband and wife; Kenneth Jones and Jackie Jones, husband and wife; William "Bill" Hughes and Bonita Hughes, husband and wife; Thomas Pfalzgraf and Candace Pfalzgraf, husband and wife; and Gary L. Meyers and Judith H. Meyers, husband and wife, to me known 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.

Notary Public in and for the State of Iowa. PATRICIA K. BECKER

JENK & GOEN
LAW OFFICES
DYERSVILLE, IOWA
52040



)
) SS
BLACKHAWK)

On this 30 day of August, 1991, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Daniel B. Becker and Patricia Becker, husband and wife, to me known 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.

Mary L. Becker
Notary Public in and for the State of Iowa.

MARY L. BECKER

JENK & GOEN
LAW OFFICES
DYERSVILLE, IOWA
52040

EXHIBIT "A"

Lot 10 - Timothy John and Vivian Jean Reynolds
Lot 11 - Kenneth and Jackie Jones
Lot 12 - Daniel B. and Patricia K. Becker
Lot 13 - William "Bill" and Bonita Hughes
Lot 14 - Thomas and Candace Pfalzgraf
Lot 15 - Gary L. and Judith H. Meyers

