WATER-WELL AGREEMENT

Re: Lots Nine (9) and Ten (10) of H. L. C. South Addition to Delaware County, Iowa.

WHEREAS, Conrad M. Dunn and Naomi K. Dunn, husband and wife, hereinafter called DUNNS, are the owners of Lot No. Ten (10) of H.L.C. South Addition to Delaware County, Iowa, and

WHEREAS, Richard Spence and Diana Spence, husband and wife, hereinafter called SPENCES, are the owners of Lot No. Nine (9) of H. L. C. South Addition to Delaware County, Iowa, and

WHEREAS, a well located on Lot No. Ten (10) of H. L. C. South Addition to Delaware County, Iowa, supplies water to Lot No. Nine (9) of H.L.C. South Addition to Delaware County, Iowa,

IT IS THEREFORE MUTUALLY AGREED BETWEEN DUNNS AND SPENCES, as follows:

1. The well located on Lot No. Ten (10) of H.L.C. South Addition to Delaware County, Iowa, shall supply good and safe water in an unlimited quantity to Lot No. Nine (0) of H.L.C. South Addition, Delaware County, Iowa.

2. SPENCES shall be responsible for one hundred percent (100%) of the cost of maintenance and repair of the well, pump, and water lines running from the well to Lot No. Nine (9) of H. L. C. South Addition to Delaware County, Iowa.

3. SPENCES shall be responsible for one hundred percent (100%) of the cost of electricity to run the well and pump which supplies water to Lot No. Nine (9) of H. L. C. South Addition to Delaware County, Iowa.

4. SPENCES shall pay DUNNS nothing for the water supplied to them from their well.

5. At such time as a house, cabin or other structure is placed on Lot No. Ten (10) of H.L.C. South Addition to Delaware County, Iowa, which draws water from the well located on that real estate, SPENCES shall then be responsible for fifty percent (50%) of the costs of maintenance and repair of the well, pump, and water lines running from the well to their real estate, and for fifty percent (50%) of the electricity used to operate said well and pump.

30-88-4

FILE No. 144-1530
RECORDING FEE $ 10.00
TRANSFER FEE $

FILED FOR RECORD THE 12 DAY OF December, 1991 AT 4:30 O'CLOCK P. M. BOOK 3 PAGE 2

STATE OF IOWA, DELAWARE COUNTY
Jane A Lloyd, Recorder
Misc

6. This agreement shall be perpetual and shall bind the parties hereto, their heirs, assigns and successors in interest.

Dated this 5 day of December, 1991.

Conrad M. Dunn

Richard Spence

Naomi K. Dunn
DUNNS

Diana Spence
SPENCES

STATE OF IOWA )
ss
Black Hawk COUNTY )

On this 5 day of December, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Conrad M. Dunn and Naomi K. Dunn, 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
MICHAEL BUCKNER

STATE OF IOWA )
ss
Black Hawk COUNTY )

On this 6 day of December, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard Spence and Diana Spence, 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

MICHAEL BUCKNER