WELL AND ROAD AGREEMENT

The following agreement is made by and between Bernice Langel (hereinafter First Party) and John E. Kluesner and Jean A. Kluesner (hereinafter Second Party) as follows:

WHEREAS, First Party owns the following described real estate:

Parcel A located in the Northeast Quarter (NE 1/4) and the Northwest Quarter (NW 1/4) of Section Thirteen (13), Township Eighty Nine (89) North, Range Five (5), West of the 5th Principal Meridian, Delaware County, Iowa, according to Plat recorded in Book 7 Plats, Page 15, Delaware County Records; and

WHEREAS, Second Party owns the following described real estate:

The Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4), and the West one-half (W 1/2) of the Northeast Quarter (NE 1/4), and the North ten (10) acres of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4), all in Section Thirteen (13), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M. except Parcel A located in the Northeast Quarter (NE 1/4) and the Northwest Quarter (NW 1/4) of Section Thirteen (13), Township Eighty Nine (89) North, Range Five (5), West of the 5th Principal Meridian, Delaware County, Iowa, according to Plat recorded in Book 7 Plats, Page 15, Delaware County Records; and

WHEREAS, First Party and Second Party wish to enter into an agreement to provide for shared use of a well located on the property owned by First Party and a road which crosses the property owned by First Party to service the property owned by Second Party and to share the responsibility for the expenses incurred in the maintenance and upkeep of said well and road.

For mutual considerations exchanged, the Parties agree as follows:

1. Each party shall have a right to use the water from the well located on the property owned by First Party for their own purposes. First Party shall use the well for normal household purposes. Second Party shall use the well for normal farm uses.

2. Each party shall be responsible for a proportionate share of the expenses incurred for the maintenance, repair and/or replacement of the pump. First Party shall pay ten (10) percent of such expenses and Second Party shall pay the remaining ninety (90) percent.

3. Second Party shall be responsible for one hundred (100) percent of the utility costs necessary to keep the well and pump operational. First Party agrees to pay to Second Party the sum of five (5) dollars per month as First Party's share of the utility cost.

FILE No. 266-2671
RECORDING FEE $ 10.00
TRANSFER FEE $
FILED FOR RECORD THE 8 DAY OF March, 1993 AT 2:09 O'CLOCK P. M. BOOK 3 PAGE 226
STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

4. Since the well is located on the property owned by First Party, if Second Party ever wishes to terminate use of said well, Second Party shall give six (6) months prior notice and shall leave the pump equipment in good and operational condition at the time of termination. Thereafter this agreement shall be null and void and of no further use and effect.

5. If the well at any time shall no longer provide usable water for normal uses, this agreement shall terminate without further liability on the part of Second Party except to leave the pump equipment. JEK JAK BnL

6. At the time this agreement is entered into there currently exists a road running perpendicular to the public highway which runs across the property of the First Party to access property of the Second Party. The centerline of this road runs generally along the centerline of Section Thirteen (13). Each party shall be entitled to non-exclusive use of said road. Neither party's use shall interfere with the use of the other party.

7. The parties shall share equally in all expenses incurred for the repair and maintenance of said road including snow removal.

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

9. This agreement may be altered or amended, or terminated, at any time, by mutual agreement, in writing by all parties, or successor parties hereto.

Dated at Manchester, Iowa, this 5th day of March, 1993.

Bernice Langel, First Party

John E. Kluesner, Second Party

Jean A. Kluesner, Second Party

Subscribed, sworn and acknowledged before me a Notary Public by Bernice Langel, this 5th day of March, 1993.

John E. Kluesner and Jean A. Kluesner

DEBRA A. KNUTSON
MY COMMISSION EXPIRES
2-25-94

Debra A Knutson
Notary Public In and For the
State of Iowa