AGREEMENT

It is agreed this 31st day of March, 1993, by and between Marvin C. Calonder and Judith A. Calonder, husband and wife (Sellers), and David W. Benter and Ann M. Benter, husband and wife (Buyers), as follows:

WHEREAS, Sellers own property described as:

> The Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section (34), Township Ninety (90) North, Range Five (5), West of the Fifth P.M.

131-144

WHEREAS, Buyers are the contract purchasers of the following property:

> The South Two Hundred Thirty Two (232) feet of the East One Hundred Sixty Five (165) feet of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty Four (34), Township Ninety (90) North, Range Five (5), West of the Fifth P.M.

WHEREAS, Sellers and Buyers wish to make an agreement regarding issues of access and utilities; therefore the following terms and conditions shall govern:

1. Sellers shall continue to have use of the well located on the property owned by Buyers for normal farm uses. Buyers shall own the well and be responsible for its maintenance and upkeep. As long as Sellers are using water from the well then Sellers shall pay all utilities to run the pump including those utility costs necessary for water used by Buyers. Upon abandonment of the well by Sellers, Buyers shall be the sole owners of said well and shall be responsible for all maintenance and upkeep and utility costs.

2. All water lines and electrical lines servicing the property of Sellers shall be maintained by Sellers as they presently exist on the land being purchased by Buyers. Sellers shall have the right of access to service and use those lines.

3. Sellers shall retain rights of access to their buildings across Buyers' property if necessary for proper utilization of said buildings. Sellers shall restrict their use of Buyers' property to that necessary to properly access their buildings. Buyers shall also have a similar right of access across Sellers' property for access to buildings or locations on their property. It is understood by Sellers and Buyers that all access shall be in areas which are currently being used for such access.

FILE No. 274-2956
RECORDING FEE $ 10.00
TRANSFER FEE $

FILED FOR RECORD THE 5 DAY OF April, 1993 AT 4:33 O'CLOCK P. M. BOOK 3 PAGE 235

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

4. Until this contract is paid off and a warranty deed is given by Sellers, Buyers shall be obligated to provide Sellers with a first right of refusal should they choose to sell their property. In the event Buyers wish to sell their property and receive a bona fide offer from a third party, they shall give notice to Sellers who shall have ten (10) days in which to match that offer or exceed said offer. If the Buyers thereafter choose to sell, the sale shall take place within thirty (30) days after the Sellers' response as to whether they will exercise their rights.

5. The terms and conditions of this Agreement shall run with the land and be binding upon both Sellers and Buyers and their successors or assigns. The terms and conditions of this Agreement unless specifically provided otherwise shall survive the giving of a warranty deed by the Sellers to the Buyers in satisfaction of the contract between them regarding this property.

Marvin C. Calonder
Marvin C. Calonder

David W. Benter
David W. Benter

Judith A. Calonder
Judith A. Calonder
SELLERS

Ann M. Benter
Ann M. Benter
BUYERS

STATE OF IOWA)
)ss:
DELAWARE COUNTY)

On this 31st day of March, A.D. 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Marvin C. Calonder and Judith A. Calonder and David W. Benter and Ann M. Benter 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.

JANET R. OAKLEAF
MY COMMISSION EXPIRES
October 10, 1994

Janet R. Oakleaf
Notary Public in and for
the State of Iowa