WELL AGREEMENT

This Agreement entered into this 15th day of October, 1993, by and between William A. Bauer and Robin K. Bauer, (hereinafter referred to as Bauers), and Paul E. Schramm and Suzanne M. Schramm (hereinafter referred to as Schramms).

1. That Bauers are the owners of Parcel B in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-Five (25), Township Eighty-Nine (89), North, Range Three (3) West, Delaware County, Iowa, according to the plat recorded in Book 6 Plats, Page 143, (hereinafter referred to as Parcel B) and Schramms are the owner of Parcel A in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-Five (25), Township Eighty-Nine (89), North Range Three (3) West, Delaware County, Iowa according to the plat recorded in Book 6 Plats, Page 143, (hereinafter referred to as Parcel A).

2. That there is located in Parcel A a well providing water for domestic purposes to both Parcels A and B.

3. That Schramms grant unto Bauers an easement over and across Parcel A to connect to the well located on Parcel A.

4. That there is located on Parcel B a pressure tank connected to said well. Bauers grant unto Schramms an easement over and across Parcel B to connect to the pressure tank located on Parcel B.

5. That the parties agree that they will share equally in all cost of repair or replacement to the well, pump, pressure tank and all water lines relating to them. All repairs and\or replacement decisions must be by mutual agreement of the parties.

6. Schramms agree to pay Bauers the sum of $2.50 per month as reimbursement for the cost of electricity for operating the well pump and pressure tank. This is based on the total average electric use of 74 kilowatt hours per month, one-half of which is attributable to Schramms usage of the water system. This amount may be increased if there is an increase in the charge per kilowatt hour over the rates in effect on the date of this agreement. Bauers shall notify Schramms of such increase and provide satisfactory evidence of the increase in the rate per kilowatt hour.

FILE No. 329-1304
RECORDING FEE $ 11.00
TRANSFER FEE $
FILED FOR RECORD THE 28 DAY OF Oct, 1993 AT 9:45 O'CLOCK A. M. BOOK 4 PAGE 123
STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

7. This agreement shall be deemed to run with the land and shall be binding on the parties, their heirs, successors and assigns.

William A. Bauer
William A. Bauer

Paul E. Schramm
Paul E. Schramm

Robin K. Bauer
Robin K. Bauer

Suzanne M. Schramm
Suzanne M. Schramm

STATE OF IOWA)
) SS:
DUBUQUE COUNTY)

On this 15th day of October, A.D. 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Paul E. Schramm and Suzanne M. Schramm, husband and wife to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Darlene A. Buerkenstadt
Darlene A. Buerkenstadt Notary Public
In and for Said County and State

STATE OF IOWA)
) SS:
DUBUQUE COUNTY)

On this 22nd day of October, A.D. 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William A. Bauer & Robin K. Bauer, husband and wife to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Darlene A. Buerkenstadt
Darlene A. Buerkenstadt Notary Public
In and for Said County and State