WELL AGREEMENT

This contract and agreement made and entered into this 22nd day of April, 1994, by and between Daniel A. and Carla J. Lechtenberg husband and wife, Roman L. Kobos and Ida L. Kobos, husband and wife, and Bruce Ross and Vicki Ross, husband and wife, who are owners of the following described property:

> Lot One (1) of Honey Creek Meadows Addition, according to plat recorded in Book 3 Plats, Page 77, same being a part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW ¼) of Section Sixteen (16), Township Eighty-Nine (89) North, Range Five (5), West of the 5th P.M.
>
> Lot Eleven (11) of Honey Creek Meadows Addition, the same being part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Sixteen (16), Township Eighty-Nine (89) North, Range Five (5), West of the 5th P.M.
>
> Lot Ten (10) of Honey Creek Meadows Addition, the same being part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of the Section Sixteen (16), Township Eighty-Nine (89) North, Range Five (5), West of the 5th P.M.
>
> The North one hundred fifty (150.0) feet of the West one hundred sixty five (165.0) feet of Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Sixteen (16), Township Eighty Nine (89) North, Range Five, (5) West of the Fifty Principal Meridan.

In consideration of their mutual promises and performances herein and in order to promote a continuing water supply for the four lots (4) described above, the parties agree as follows:

1. That each of the parties will hereby be liable and responsible for one-third of the cost of any repairs and improvements in connection with said well, until such time

FILE No. 31-3281
RECORDING FEE $ 16.00
TRANSFER FEE $
FILED FOR RECORD THE 28 DAY OF April, 1994 AT 3:02 O'CLOCK P. M. BOOK 4 PAGE 225
STATE OF IOWA, DELAWARE COUNTY
Deborah L, Peyton, Recorder
Misc.

that there is a home built of Lot Ten (10) which will require usage of said well, after which all expenses to be divided into fourths, one-fourth to each of the four properties described above.

2. That reasonable expenses and repairs shall be those recommended by one who deals in well pumps, and the like in the locale of the lots.

3. That each of the said owners grants to the other an easement under and across so that much of his real estate as is necessary to insure a working water system.

4. The electrical bill for said pump shall be billed monthly to the owner of Lot 1. The owners of Lot # 1 shall promptly pay and share the said electrical bill for the pump on a one-third (1/3) basis, or one-fourth (1/4) should there be water usage on Lot # 10. Each lot is to pay $3.00 per month for water usage to Lot # 1. The amount is to be adjusted in order to compensate for electrical rate increases.

5. That the owners of each lot shall do nothing to adversely affect the system and shall mutually undertake all matters necessary to insure a full water supply to the property described herein.

6. In the event either party fails to perform any of this contract, either party shall have all remedies available either at law or in equity and in the event of intentional breach of this agreement appropriate punitive damages shall be available.

7. That this agreement shall be binding upon the heirs, successors, and assigns of the parties hereto.

Dated this 22nd day of April, 1994.

Daniel A. Lechtenberg

Carla J. Lechtenberg

Roman L. Kobos

Ida L. Kobos

Bruce Ross

Vicky Ross

Raymond Schulte

State or Iowa)
) SS.
County of Delaware)

Acknowledgment: State of Iowa, County of Delaware
On this 23rd day of April, 1994, before me a Notary Public in the State of Iowa personally appeared Roman L. Kobos and Ida L. Kobos, husband and wife to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

JOSEPH WIEWEL
MY COMMISSION EXPIRES
9-10-96

Notary Public In the State of Iowa