WELL AGREEMENT

Dale Klingman and Donna Klingman, hereinafter Klingmans and John Sipe and Debra Sipe, hereinafter Sipes, in consideration of their mutual promises and performances herein agree as follows:

1. That Klingmans are the owners of the following described real estate:

> Lot Three (3) of K and J Pin Oak Subdivision of part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section Four (4), Township Eighty-Eight (88) North, Range Five (5), West of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 3 Plats, Page 44.

2. That Sipes are the owners of the following described real estate:

> Lot Two (2) of K and J Pin Oak Subdivision of part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section Four (4), Township Eighty-Eight (88) North, Range Five (5), West of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 3 Plats, Page 44.

3. That the South boundary of Kingmans' property adjoins the North boundary of Sipes' property.

4. That Klingmans and Sipes share a mutual well located near the mutual boundary but on the Sipe property. The meter is also on the Sipe property. The well has always been a mutual well and this writing is to insure the continuation of such for the mutual use of the owners of the two said lots.

5. The well and pump shall be owned equally by the owners of the said lots and all expenses of the well and pump shall be shared equally as needed. Connecting pipes to the two lots shall remain the sole expense of the lot owner. The parties hereto grant mutual access to the well and pump for maintenance as needed.

6. The electric hook-up and meter are presently on Sipe property. Klingmans or their successors shall pay a reasonable electrical fee to Sipes or their successors monthly for their contribution to the electric bill, the current monthly payment being $10.00 per month. However Klingmans or their successors agree that they sahll pay for the switching of the electrical

FILE No. 52-193
RECORDING FEE $ 16.00
TRANSFER FEE $
FILED FOR RECORD THE 19 DAY OF July, 19 94 AT 11:15 O'CLOCK A M. BOOK 5 PAGE 29
STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

hook-up and meter to the well to Klingman property from Sipe property at any time agreed to hereafter. In that event the monthly contribution to the electric bill shall be reversed and Sipes or their successors shall pay Klingmans or their successors.

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

Dated this 8 day of July, 1994.

Dale Klingman

Dale Klingman

John Sipe 7/16/94

John Sipe

Donna Klingman

Donna Klingman

Debra Sipe 7/16/94

Debra Sipe

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

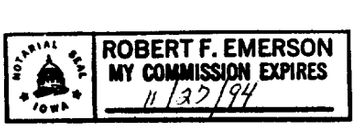
On this 8 day of July, 1994, before me the undersigned, a Notary Public in and for said State, personally appeared Dale Klingman and Donna Klingman to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Carol A. Cooper
Carol A. Cooper Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

On this 16 day of July, 1994, before me the undersigned, a Notary Public in and for said State, personally appeared John Sipe and Debra Sipe 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.



Robert F. Emerson
Robert F. Emerson Notary Public in and for the State of Iowa