WELL AGREEMENT AND WATERLINE EASEMENT

This Agreement, made this 2nd day of August, 1994, between JANE MARIE LAHR, divorced and not remarried (hereinafter referred to as "Jane") which expression shall include her heirs, executors, administrators, successors, agents or assigns where the context so requires or admits, and KENNETH ANTHONY LAHR, divorced and not remarried (hereinafter referred to as "Kenneth") which expression shall include his heirs, executors, administrators, successors, agents or assigns where the context so requires or admits.

WHEREAS, Jane owns and has title to the real estate located in Delaware County, Iowa described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Northeast Quarter, thence N 89º 47'30" E, on the north line of the Southeast Quarter of the Northeast Quarter, 842.95 feet; thence S 57º 52'30" E, 10.40 feet, to the Point of Beginning; thence S 57º 56' E, 38.08 feet; thence S 77º 32' E, 116.27 feet; thence S 09º 33' W, 189.00 feet; thence N 86º 51' W, 169.08 feet; thence N 13º 44' E, 228.95 feet to the Point of Beginning. The above parcel contains 0.748 acres and is subject to easements of record. Also known as Parcel B of the Survey and Plat recorded in Book 6 Plats, Page 65, Delaware County Records.

and

Commencing at the Northwest corner of the Southeast Quarter of the Northeast Quarter, thence N 89º 47'30" E, 805.54 feet to the Point of Beginning; thence continuing N 89º 47'30" E, 37.41 feet; thence S 57º 52'30" E, 10.40 feet; thence S 13º 44' W, 228.95 feet; thence S 25º 53' W, 71.41 feet, thence N 59º 17' W, 70.30 feet; thence N 12º 36' W, 60.05 feet; thence N 29º 45' E, 227.55 feet, to the Point of Beginning. The above parcel contains 0.524 acres and is subject to easements of record. Also known as Parcel C of the Survey and Plat recorded in Book 6 Plats, Page 65, Delaware County Records.

4-88-20

WHEREAS, Kenneth owns and has title to the real estate located in Delaware County, Iowa described as follows:

Commencing at the northwest corner of the southeast quarter of the northeast quarter of Section 20; thence N 89º 47'30" E, 494.72 feet, along the north line of the southeast quarter of the northeast quarter to the Point of Beginning; thence S 0º 09' E, 684.54 feet to the south line of the abandoned railroad right-of-way; thence S 52º 22' E, 436.33 feet; thence S 0º 09' E, 369.35 feet, to the south line of the southeast quarter of the northeast quarter; thence S 88º 48' E, 477.23 feet to the east line of the southeast quarter of the northeast quarter; thence N 0º 56' W, 1,333.45 feet to the northeast corner of the southeast quarter of the northeast quarter; thence S 89º 47'30" W, 455.50 feet; thence S 57º 52'30" E, 10.40 feet; thence S 57º 56' E, 38.08 feet; thence S 77º 32' E, 204.27 feet; thence S 09º 33' W, 189.00 feet; thence N 77º 32' W, 88.00 feet; thence N 86º 51' W, 169.08 feet; thence S 25º 53' W, 71.41 feet; thence N 59º 17' W, 70.30 feet; thence N 12º 36' W, 60.05 feet; thence N 29º 45' E, 227.55 feet to the north line of the southeast quarter of the northeast quarter; thence S 89º 47'30" W, 310.82 feet to the Point of Beginning; except a 30 foot wide parcel adjacent to and parallel with the southwesterly right-of-way of the abandoned railroad which serves as access to the Delhi Wastewater Treatment Facility. The above property contains 18.687 acres and is subject to easements of record. Also known as Parcel D of the Survey and Plat recorded in Book 6 Plats, Page 65, Delaware County Records.

FILE No. 61-514
RECORDING FEE $ 21.00
TRANSFER FEE $

FILED FOR RECORD THE 22 DAY OF Aug, 19 94 AT 8:03
O'CLOCK A. M. BOOK 5 PAGE 38

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

WHEREAS, each party owns their respective properties pursuant to a Judgment and Decree of Dissolution of Marriage entered in the Iowa District Court for Buchanan County;

WHEREAS, a well with necessary pump and equipment is presently located on Jane's property to draw water therefrom; and

WHEREAS, it is the intention of the parties hereto that Kenneth shall have the right to use said well, pump and necessary equipment to furnish water to Kenneth's property and maintain such connections to said well and pump for its use;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties as follows:

1. Jane hereby grants and conveys to Kenneth the perpetual right and privilege to use the well and pump located on the aforesaid premises of Jane.

2. Jane and Kenneth hereby agree to maintain, repair and replace the pump and well equipment on Jane's property, each bearing fifty percent (50%) of the cost of said maintenance, repair or replacement cost. Said well and pump equipment must be operable in such a fashion as to supply uninterrupted water to both Jane and Kenneth's properties with no liability to either party for lack of water during the period reasonably necessary for repair and/or replacement of the well, pump, equipment or other components.

3. Notwithstanding the provisions of paragraph 2, each party agrees to maintain the waterline running from the well to their property at their individual expense such that Jane shall not bear the expense for maintenance, repair or replacement of the waterline serving Kenneth's property and Kenneth shall not bear the cost of maintenance, repair or replacement of the waterline serving Jane's property.

4. In consideration of the sum of One Dollar ($1.00), the receipt and sufficiency of which is hereby acknowledged, Jane hereby gives and grants to Kenneth the perpetual right to construct and maintain a waterline under and through Jane's property, said waterline presently in existence in the easement designated on the attached Exhibit "I" in general location which is incorporated herein by this reference.

In consideration of said easement, Kenneth agrees to maintain, repair and/or replace said waterline at sufficient depth to not interfere with Jane's use and enjoyment of her property; Kenneth further agrees to maintain the water connections from Jane's property to his property at his own expense, any damage to the property of Jane to be restored to its previous condition as existed just prior to the work being undertaken. Kenneth shall have the right to utilize said easement for the purposes of laying, maintaining, repairing and operating said waterline for his property.

5. It is distinctly understood by and between Jane and Kenneth that the water used from Jane's well shall be used solely for farming purposes on Kenneth's property.

6. The benefits, obligations and easements described herein are to and shall run with the land and shall be for the benefit and use of Kenneth and Jane, as well as each parties' heirs, executors, administrators, successors, assigns and any person or entity who shall hereafter acquire title to either property through Kenneth or Jane.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Jane Marie Lahr

Jane Marie Lahr

Kenneth Anthony Lahr

Kenneth Anthony Lahr

STATE OF IOWA)
) ss:
COUNTY OF BUCHANAN)

On this 2nd day of August, A.D., 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kenneth Anthony Lahr, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

WILLIAM D. WERGER
Oct. 6, 1995

William D. Werger

Notary Public in and for the
State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 25th day of July, A.D., 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jane Marie Lahr, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Chad C. Leitch

Notary Public in and for the
State of Iowa

CHAD C. LEITCH
NOTARY PUBLIC-STATE OF IOWA
My Commission Expires 9/15/97

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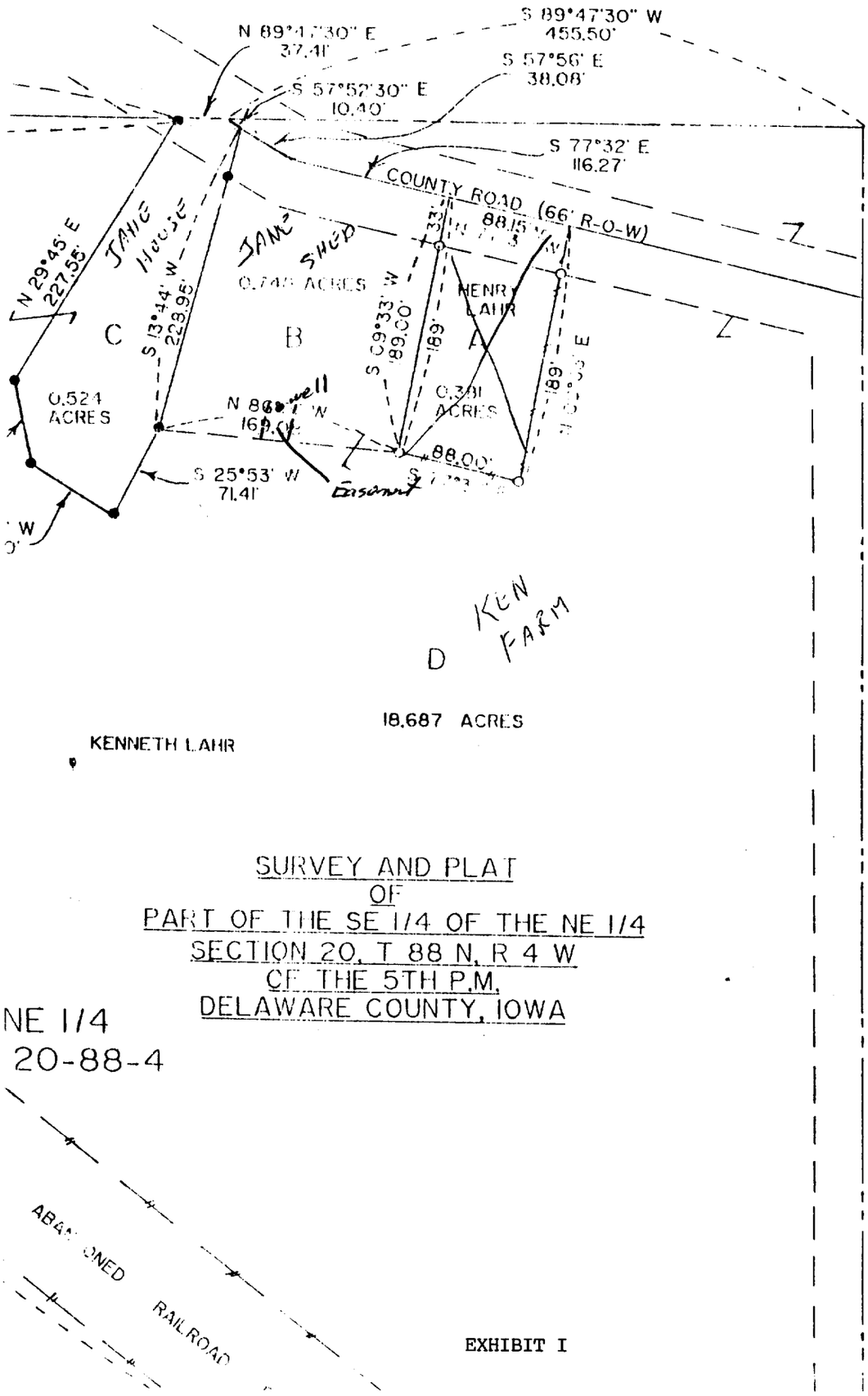

N 89°47'30" E
37.41'
S 89°47'30" W
455.50'
S 57°56' E
38.08'
S 57°52'30" E
10.40'
S 77°32' E
116.27'
COUNTY ROAD (66' R-O-W)
JANE
HOUSE
JANE
SHED
0.743 ACRES
HENRY
LAHR
N 29°45' E
227.55'
S 13°44' W
228.95'
C
B
A
S 09°33' W
89.00'
189'
0.524
ACRES
0.391
ACRES
N 88°11' W
169.01'
88.00'
S 25°53' W
71.41'
Easement
D
KEN
FARM
18.687 ACRES
KENNETH LAHR
SURVEY AND PLAT
OF
PART OF THE SE 1/4 OF THE NE 1/4
SECTION 20, T 88 N, R 4 W
OF THE 5TH P.M.
DELAWARE COUNTY, IOWA
NE 1/4
20-88-4
ABANDONED
RAILROAD
1,333.45
N 0°56' W

EXHIBIT I