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Prepared By: Michael A. Bowman PO Box 351 Monticello IA 52310 (319) 465-5448

WELL AGREEMENT

This document sets out in writing the agreement made by and between Timothy Parsons and Janelle Ann Parsons, husband and wife, (first party) and Mark R. Bradke and Lisbeth A. Bradke, husband and wife, (second party), dated this 6 day of February, 1998.

WHEREAS, First Party is the owner of real estate described as:

Lots 10 and 11 of Table Rock Addition, a Subdivision of Block 21 and 22, Hopkinton Second Addition by H. A. Carter to Hopkinton, Delaware County, Iowa.

WHEREAS, Second Party is the owner of real estate described as:

Parcel D part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) and part of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), all in Section Twenty Four (24), Township Eighty Seven North (T87N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 101,

Whereas, a well and pump are situated upon the property of First Party, which does and will continue to provide a water supply for the residence on the premises owned by Second Party as well as any residence later built on the premises owned by First Party; and,

Whereas, the Parties hereto desire to enter into a written Agreement to specify such agreed upon usage, provide an easement for underground water pipes, agree as to the expense of construction, repair, maintenance and reconstruction of said well, pump and water pipes system which will serve both Parties including the cost of providing energy for the well pump.

It is therefore mutually understood and agreed by and between the parties hereto, as follows:

1. Second Party, their successors-in-interest and assigns, shall have a permanent water pipe easement for underground water pipe from the present well site ~~west~~ east ward to the residence presently situated on property owned by Second Party.

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2. Second Party, their successors-in-interest and assigns, shall have a right to enter upon the premises of the First Party, their successors-in-interest and assigns, for the purpose of maintenance, repair, construction and reconstruction of said well, pump and water line under an obligation to make such repairs and to restore the ground to its condition prior to entry, at no cost to First Party, their successors-in-interest and assigns.

3. Second Party, their successors-in-interest and assigns, shall be obligated to pay the expense of all repair, maintenance, construction and reconstruction of the well, the submersible pump or any replacement thereof, and the electrical line providing energy from the meter to the well site. The energy portion of the pumping expense shall be paid by Second Party, their successors-in-interest and assigns, subject to paragraph 7 herein.

4. Second Party shall arrange for all necessary repairs, maintenance, construction and reconstruction of the electrical supply, well and pump.

5. The energy supply for the pump at the well site shall be provided from the residence of Second Party.

6. First Party, their successors-in-interest and assigns shall be obligated to maintain, repair, construct and reconstruct a water line from the well site to any home of First Party later built, which is situated on the property owned by First Party, under an obligation to restore the ground to its condition prior to entry, at no cost to Second Party, their successors-in-interest and assigns. In the event a home is constructed, the parties agree to enter into a 50-50 cost-sharing agreement.

7. This Well Usage and Maintenance Agreement shall be recorded in the Delaware County, Iowa Records and shall run with the land.

Timothy Parsons

Mark R. Bradke

Janelle Ann Parsons

Lisbeth A. Bradke

STATE OF IOWA, COUNTY OF DELAWARE, ss.

On this 13 day of Feb., 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Timothy Parsons, Janelle Ann Parsons, ~~Mark R. Bradke and Lisbeth A. Bradke~~ to me personally 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.

GERALDINE P. HUBER
MY COMMISSION EXPIRES
1-26-2001

Geraldine P. Huber
Notary Public
My Commission Expires: Jan. 26, 2001

STATE OF IOWA, COUNTY OF JONES, ss.

On this 6th day of February, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mark R. Bradke and Lisbeth A. Bradke to me personally 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.

Notary Public
My Commission Expires: 6-24-99