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DELAWARE COUNTY IOWA
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DOROTHY L. PEYTON
DELAWARE CO RECORDER
$21.00

WELL AGREEMENT

James Wilson and Mary Wilson, hereinafter Wilsons; David B. Boyce Sr. and Mildred M. Boyce, hereinafter Boyces; and James Stuckenschneider and Patricia Stuckenschneider, hereinafter Stuckenschneiders, in consideration of their mutual promises and performances herein agree as follows:

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

> Lot Thirteen (13) on the plat of Lake View First Addition to Delaware County, Iowa, located in Section Twenty Three (23), Township Eighty Eight (88) North, Range Five (5), West of the Fifth (5th) P.M.

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

> Lot Twenty Two (22) on the plat of Lake View First Addition to Delaware County, Iowa, located in Section Twenty Three (23), Township Eighty Eight (88) North, Range Five (5), West of the Fifth (5th) P.M.

3. That Stuckenschneiders are the owners of the following described real estate:

> Lot Fourteen (14) on the plat of Lake View First Addition to Delaware County, Iowa, located in Section Twenty Three (23), Township Eighty Eight (88) North, Range Five (5), West of the Fifth (5th) P.M.

4. That the Wilsons own a strip of land described as "20' Well Easement" located on Lot 22 which includes the well, casing, pump, wiring, and appurtenances thereto.

5. That Boyces and Stuckenschneiders desire to enter into an

agreement to obtain a supply of water from said well owned by Wilsons.

6. That Wilsons hereby agree that Boyces and Stuckenschneiders may connect their water pipes to the above described well. All costs and expenses of connecting to the well shall be born by the connecting party.

7. The parties agree to share equally any and all costs and/or expenses relating to the production of water including but not limited to any replacement, additions to, and maintenance and repair costs and expenses which may be necessary with regard to the well, well casing, pump, electrical wiring and/or electrical supply, and any components relating to the well. It is understood that each party will be separately responsible for the care and maintenance of their own water lines running from the well-head to their respective properties.

8. It is understood that there is a separate meter for electric power. The parties agree to share this expense equally. Wilsons will pay this bill as it becomes due to the power company. Wilsons will bill Boyces and Stuckenschneiders their 1/3 share each quarter or annually.

9. The parties understand and agree that there is no warranty, expressed or implied, as to the quality of the water produced or supplied.

10. This agreement may be terminated under the following circumstances.

a) By mutual agreement of the parties or their successors in interest at any time.

b) Upon a written determination by the County Health Department that the well has become contaminated to such extent that it no longer may be utilized for drinking water purposes.

c) By the Wilsons in the event the Boyces or Stuckenschneiders fail to pay their agreed share of the electric bill and/or their 1/3 share of costs and expenses relating to the well as set forth above. Only that party failing to pay their 1/3 share may be disconnected.

d) By the Boyces or Stuckenschneiders with 30 days notice in writing to the Wilsons.

11. Upon termination by the Boyces or the Stuckenschneiders, it shall be their individual responsibility to pay all costs and expenses to disconnect and cap their water line from the well. The terminating parties shall also pay all remaining portions of that party's share of costs and expenses.

12. It is understood that Boyces shall use water from the well only for use by the trailer located on Lot 22.

13. Unless this agreement is terminated as set forth above, it shall be perpetual and shall be binding upon the heirs, successors and assigns of the parties hereto.

Dated this 12th day of October, 1998.

James Wilson

James Wilson

Mary Wilson

Mary Wilson

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

On this 12 day of October, 1998 before me the undersigned, a notary public in and for the State of Iowa, personally appeared James Wilson and Mary Wilson, 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.

Dennis I Wood

Dennis I Wood
Expires Mar 22, 2001

Notary Public in and for the State of Iowa

David B. Boyce Sr.

Mildred M. Boyce

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

On this 12 day of October, 1998 before me the undersigned, a notary public in and for the State of Iowa, personally appeared David B. Boyce Sr. and Mildred M. Boyce, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that that they executed the same as their voluntary act and deed.

Dianne K. Foust
Notary Public in and for the State of Iowa

James Stuckenschneider

Patricia Stuckenschneider

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

On this 10 day of October, 1998 before me the undersigned, a notary public in and for the State of Iowa, personally appeared James Stuckenschneider and Patricia Stuckenschneider, 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.

Donna I. Wood
Notary Public in and for the State of Iowa
Expires Mar 22, 2001