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DELAWARE COUNTY IOWA
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BOOK 8 PAGE 131
DEBRA L. PEYTON
DELAWARE CO. RECORDER
21.00

(X)

Prepared by Fred & Vickie Loesche
18629 166th Ave
9272416 Manchester Ia

WELL AGREEMENT

On this 18 day of September 1998 it is agreed by and between Donald and Marjorie Detrick whose address is 18627 166th Ave Manchester Iowa 52057 hereinafter referred to as "First Party" and Fred and Vickie Loesche whose address is 18629 166 ave Manchester Iowa 52057.hereinafter referred to as "Second Party".

WHEREAS, the First party is the owner of

Lot Six (6) of Milroy's Subdivision of part of the West One-half (W½) of the Southeast Quarter (SE¼) and part of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section Eighteen (18), Township Eighty Nine (89) North, Range Five (5) West of the Fifth Principal Meridian, according to plat recorded in Book 2 Plats, Page 198.

WHEREAS, the Second Party is the owner of

That part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Eighteen (18), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, described as commencing at a point in the center of the public road where said road intersects the East line of said Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), thence in awesterly direction along the center of said road nine hundred twenty-nine (929) feet, six (6) inches, thence South seven hundred (700) feet, six (6) inches to the point of beginning, thence South one hundred (100) feet, thence West to the bank of the Maquoketa River, thence North along the bank of the Maquoketa River to a point directly West of the point of beginning, thence East to the point of beginning, also described as Lot Five (5) of Milroy's Subdivision of part of the West half of the Southeast Quarter and part of the Southwest Quarter of the Northeast Quarter of Section 18, Township 89 North, Range Five (5) West of the 5th P.M., as recorded in Plat Book 2, Page 198, Plat Records of Delaware County, together with an easement for road purposes over Lot 13 in said Subdivision, as recorded in Book N, Misc., Page 97.

WHEREAS, the parties are the joint users of a well located on Lot Six and under the direct control of the First Party and owned by the First Party.

WHEREAS, the parties are desirous of putting the agreement now in existence in writing.

IT IS THEREFORE AGREED AS FOLLOWS;

(1) The Second Party has the right to hook up to the well located on the property owned by the first Party and The Parties acknowledge that there is now a present hook up.

(2) The expense of any repair,maintenance or replacement of the waterline from the well to the house owned by the Second Party shall be entirely borne by the Second Party. The Second Party shall have the right to enter upon the premises owned by the First Party for the purpose of any repair,maintenance or replacement.All damages to the property of the First Party caused by the repair,maintenance or replacement shall be borne by the Second Party.

(3) The First Party shall pay the expense of any repair, maintenance or replacement of the waterline from the well to the house owned by the First Party.

(4) All maintenance or improvements of the well and pump and replacement thereof will be split equal.

(5) The Second Party will pay all utility costs involved in the operation of the well.

(6) The Parties agree that this is for normal residential water usage.

(7) The First Party shall not be liable for failure to furnish water unless water is available at such well.

(8) The First Party does not guarantee the water in the well herein to be free of pollution,a high bacteria count or other quality that may be detrimental to health,but the First Party does agree to use reasonable means to keep water pure and safe for human consumption.

(9) No in-ground irrigation systems shall be allowed to draw water from such multi-lot well water system.

(10) No above or in-ground pool or spa with capacity in excess of 500 gallons shall be installed or used upon a lot participating in a shared well water system unless consented to in writing by other lot owners on such shared well water system.

(11) This agreement is binding on the heirs,assignees and successors of interest of each of the Parties.

Executed the 18 day of September 1998

Don Detrick

Marjorie Detrick

"First Party"

Frederick J. Loesche

Vickie J. Loesche

" Second Party"

Frank Fergesen

Frank Fergesen Notary Public in and for said State

STATE OF Iowa, COUNTY OF Delaware, ss:

On this 18 day of September, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald Detrich and Marjorie Detrich, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that (he) (she) executed the same as (his) (her) voluntary act and deed.

E. Michael Carr

E. Michael Carr, Notary Public in and for said State.

E. MICHAEL CARR SEAL

(Section 558.39, Code of Iowa)

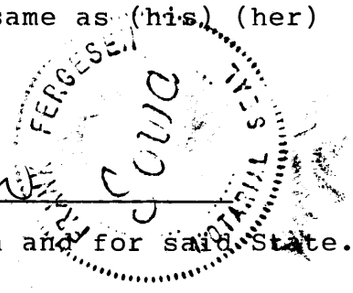
Acknowledgment: For use in the case of natural persons acting in their own right

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State OF Iowa, COUNTY OF Delaware, ss;

ON THIS 22nd day of October, 1998 before me a Notary Public in and for said State, personally appeared Fred J & Vickie J Loesche, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that (he) (she) executed the same as (his) (her) voluntary act and deed.



Frank Fergesen

Frank Fergesen, Notary Public in and for said State.