Joe Pinter
24034-155th St
Cresco, IA 52136

2006
DELAWARE COUNTY, IOWA
FILED
1998 DE -9 AM 9:44
BOOK 8 PAGE 151
DEBORAH L. HEYNE
DELAWARE CO. RECORDER
16.00

Prepared By John M. Carr, Atty. P.O.Box 333, Manchester, IA 52057 319-927-4164

WELL AGREEMENT

Joseph E. Pinter, hereinafter Pinter; C. Rosella Hass, hereinafter Hass; Genevieve Bloxham, hereinafter Bloxham; and Louetta E. Voltz, hereinafter Voltz, in consideration of their mutual promises and performances herein agree as follows:

1. That Hass is the owner of the following described real estate:

Lot 1 Pinter Family Subdivision, all of Parcel F, Lot 1 of "Louis E. Pinter Place", and adjacent 33 feet of public road right of way, all in the NE 1/4 of the SE 1/4 Sec. 18, T89N, R5W of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 8 Plats, Page 156.

2. That Bloxham is the owner of the following described real estate:

Lot 2 Pinter Family Subdivision, all of Parcel F, Lot 1 of "Louis E. Pinter Place", and adjacent 33 feet of public road right of way, all in the NE 1/4 of the SE 1/4 Sec. 18, T89N, R5W of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 8 Plats, Page 156.

3. That Pinter is the owner of the following described real estate:

Lot 3 Pinter Family Subdivision, all of Parcel F, Lot 1 of "Louis E. Pinter Place", and adjacent 33 feet of public road right of way, all in the NE 1/4 of the SE 1/4 Sec. 18, T89N, R5W of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 8 Plats, Page 156.

4. That Voltz is the owner of the following described real estate:

Lot 4 Pinter Family Subdivision, all of Parcel F, Lot 1 of "Louis E. Pinter Place", and adjacent 33 feet of public road right of way, all in the NE 1/4 of the SE 1/4 Sec. 18, T89N, R5W of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 8 Plats, Page 156.

DATE 12-9-98 BOOK 8 PAGE 152

5. That a well is located on Lot 3.

6. That the owners of Lots 1, 2, 3 and 4 will have the right to connect to and use the well located on Lot 3.

7. Each party shall have the right to ingress and egress for purposes of maintenance and repair.

8. Expenses incurred with respect to the mutual well shall be shared equally among those connected. The lines running from the well to any lot shall be the sole responsibility of the lot served.

9. If a new party connects to the well, a mutual sharing agreement which is equitable will be entered into regarding the payment of the electrical bill.

10. Nothing herein shall be construed to prohibit anyone from drilling his own well which will remove such party from any further obligations with respect to the well on Lot 3.

11. This well agreement shall run with the land and be perpetual and shall be binding upon the heirs, successors and assigns of the parties hereto.

Dated this 13 day of November, 1998.

Joseph E. Pinter

Patricia Pinter

C. Rosella Hass

Dean Hass

Louetta E. Voltz

Raymond Voltz

Genevieve Bloxham

STATE OF IOWA, WINNESHIEK COUNTY, ss:

On this 20 day of November, 1998 before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Joseph E. Pinter and Patricia Pinter

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.

Shirley Wiedeman
Shirley Wiedeman, Notary Public

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 13 day of November, 1998, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared C. Rosella Hass and Dean Hass

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

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 7 day of December, 1998 before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Louetta E. Voltz and Raymond Voltz

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.

E. Michael Carr
E. Michael Carr, Notary Public

STATE OF UTAH, UINTAH COUNTY, ss:

On this 30 day of November, 1998 before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Genevieve Bloxham

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.

Marjean Murray
Marjean Murray, Notary Public

Notary Public
Marjean Murray
4915 S. 9500 E.
Jensen, UT 84035
My Commission Expires
4/26/02
State of Utah

BOOK ____ PAGE ____