Enc: Skogman Realty
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DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
#11.00

Tom Hanson of Hanson & Werger Law Office 401 E. Main St. Manchester, IA 52057 927-5920

AGREEMENT

THIS AGREEMENT made and entered into this 26 day of November, 1999 by and between Kenneth E. Ries and Karen C. Ries, husband and wife (hereinafter "First Parties") and Matthew J. Sweeney and Casey Marie Ashbacher (hereinafter "Second Parties").

WHEREAS, Second Parties are purchasing from First Parties the following described real estate located in Delaware County, Iowa:

> Parcel "A", part of the SE¼-NE¼, Section 23, Township 87 North, Range 6, West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 1999, Page 3730.

AND WHEREAS, the Parties wish to enter into an agreement regarding collateral matters involved in the purchase of the herein described real estate by Second Parties from First Parties.

NOW, THEREFORE, in consideration of the purchase of the above described premises by Second Parties from First Parties, and further in consideration of the mutual benefits to be gained by the parties herein they agree as follows:

1. First Parties agree that no additional hog buildings will be constructed on the premises unless they are constructed North of the current modern hog building and at any rate not within 250 feet of Parcel "A" described above.

2. First Parties reserve for themselves, their successors and assigns the right to cross the herein described premises on the presently existing driveway in order to gain access to the real estate retained by the First Parties adjacent to and surrounding the above described premises on the North, West and South. Any maintenance or repair to the driveway shall be shared equally by the First Parties and Second Parties.

3. There is a well located on the above described premises which will be used jointly by First Parties and Second Parties. The electricity to operate the well is metered through an electrical meter that is retained by First Parties. First Parties agree to provide electricity for the well and Second Parties agree to allow First Parties to draw water from the well and neither party shall be required to pay any fee to the other party. Provided however, that in the event that the pump must be repaired or replaced or in the event that a new well must be dug because of poor water quality or any other reason, the Parties agree that the cost of same shall be paid one-half by First Parties and one-half by Second Parties. In the event that First Parties no longer need water from the well they shall give Second Parties at least one year's notice of their right to terminate this agreement with respect to the well but shall continue to provide electricity for the well for said one year period of time to allow Second parties an opportunity to have the well hooked into their electrical service. At the end of said one year said First Parties will no longer be obligated under this portion of the agreement regarding the well.

4. The provisions of this agreement shall run with the land and be binding upon the Parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties sign their names on the day and date first above written.

First Parties:

Kenneth E. Ries

Karen C. Ries

Second Parties:

Matthew J. Sweeney

Casey M. Ashbacher

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

On this 26 day of November, 1999, before me, the undersigned, a Notary public in and for said State, personally appeared Kenneth E. Ries and Karen C. Ries, 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.



Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

On this 26 day of November, 1999, before me, the undersigned, a Notary public in and for said State, personally appeared Matthew J. Sweeney and Casey M. Ashbacher, 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.



Notary Public in and for the State of Iowa