CITY OF MANCHESTER

DELAWARE COUNTY IOWA
FILED
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BOOK 2002 PAGE 1346
DEBORAH L. FLYTON
DELAWARE CO RECORDER
10.00

Preparer: James T. Peters, P.O. Box 774, Independence, IA 50644; (319) 334-9992

WELL AGREEMENT

THE UNDERSIGNED state, covenant and agree as follows:

1. That M. Ruth Francois, hereinafter referred to as the owner of real estate more specifically described in "Attachment A."

2. That the City of Manchester, Iowa, hereinafter referred to as "City", is the owner of an airport facility located adjacent to the property referred to above.

3. That a well is located on the above-described property. Said well provides water which may be used for plumbing facilities but which is not appropriate for human consumption.

4. City shall assume and hold M. Ruth Francois harmless for any liability or claims arising from the use by City of water provided by said well.

5. City shall be entitled to connect the well to supply water to plumbing facilities at the Airport Welcome Center located at the Manchester Municipal Airport. The cost of connecting to the well shall be paid by the City.

6. That M. Ruth Francois shall not be obligated to perform any repairs, maintenance, or replacement of the well that is the subject of this agreement.

7. City shall have the right, at its sole cost and expense, to enter upon the property of M. Ruth Francois to perform construction, repairs, maintenance, and/or replacement of the well facility and connections to the well that are the subject of this agreement.

8. City shall be responsible for all electrical utilities serving the pumphouse, the pump, or other accompanying equipment necessary for operation of the well.

9. Use of the well by City shall not be exclusive and the owner shall be entitled to continued reasonable and appropriate use of the well.

10. This agreement shall be binding upon the agents, heirs and assigns of the parties.

11. This lease shall be for a term of 15 years, commencing on the 1st day of April, 2002.

M. Ruth Francois

M. Ruth Francois

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 28th day of March, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared M. Ruth Francois, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL SEAL IOWA
TRACY L. FONCK
COMMISSION # 223445
MY COMMISSION EXPIRES
7-8-02

Tracy L. Fonck

Notary Public in and for said State

CITY OF MANCHESTER, IOWA

BY: Milt L. Kramer

Milt L. Kramer, Mayor

BY: Karen K. Cole

Karen K. Cole, City Clerk

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this April 2, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No.____ passed by Resolution of the City Council under R-058-2002 of the City Council on the 1st day of April, 2002; and Milt L. Kramer and Karen K. Cole acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

NOTARIAL SEAL IOWA
JULIE A. SWANSON
Commission Number 224151
My Comm. Exp. 8-23-02

Julie A. Swanson

Notary Public in and for said State.

Julie A. Swanson #224151

ATTACHMENT A

The Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), and the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), and all that part of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) lying North of the center of the County Road, and the West one-half (W½) of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) except the East two hundred seven and three-tenths (207.3) feet thereof, and the West one-half (W½) of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) except the East two hundred seven and three-tenths (207.3) feet thereof, and all that part of the West one-half (W½) of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) that lies North of the County Road running diagonally through the South part thereof, except the East two hundred seven and three-tenths (207.3) feet thereof, and further excepting that part described as commencing at the Southwest corner of said Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), thence North four hundred fourteen (414) feet along the West line of said Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), thence East one hundred forth two and seven-tenths (142.7) feet to the point of beginning, thence East three hundred ten (310) feet, thence South two hundred eight and two-tenths (208.2) feet, thence North 66° 24' West three hundred thirty eight and one-tenth (338.1) feet, thence North seventy two and eight-tenths (72.8) feet to the point of beginning, all being in Section Twenty Five (25), Township Eighty Nine (89) North, Range Six (6), West of the Fifth P.M., except Parcel A according to Plat recorded in Book 7 Plats, Page 68.