DELAWARE COUNTY IOWA
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BOOK 2002 PAGE 1155
DEBORAH L. PETTON
DELAWARE CO. RECORDER
31.00

CARR & CARR LAWYERS P.O. BOX 333
MANCHESTER, IA 52057 319-927-4164

WELL AGREEMENT

Charles Henry Rettinger and Barbara Jean Rettinger, hereinafter Rettinger; Nellie Marting, Sherry Davis and Bessie Brown, hereinafter Kings; and Robin Anthony hereinafter Anthony in consideration of their mutual promises and performances herein agree as follows:

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

   The North One-Half (½) of Lot One Hundred Ten (110) and the North One-Half (½) of the East Half (E ½) of Lot One Hundred Nine (109), Masonville, Delaware County, Iowa.

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

   Lots One Hundred Seven (107) and One Hundred Eight (108), and the West one-half of Lot One Hundred Nine (109) Masonville, Iowa; same being a part of the Northeast Quarter of Section Thirty-One (31), Township Eighty Nine (89) North, Range Six (6), West of the Fifth Principal Meridian.

3. That Anthony will soon be the owner of the following described real estate:

   The South one-half (½) of Lot One Hundred Ten (110) and the South one-half (½) of the East One-Half (E ½) of Lot One Hundred Nine (109), Masonville, Iowa.

4. That a well is located on the above described real estate owned by Rettinger.

5. That the above described property owned by Kings and to be owned by Anthony had been served by water from the well located on the Rettinger property and this shall continue as herein.

6. That Kings shall pay Rettinger Ten ($10.00) Dollars per month and Anthony shall also pay Rettinger Ten ($10.00) Dollars per month in return for Rettinger providing water to their respective properties.

7. That any major repairs to the well shall be shared equally by all parties. The lines running from the well to the Kings and Anthony properties shall be the sole responsibility of the property served.

8. That nothing herein shall be construed to prohibit either Kings or Anthony from drilling an independent well which will remove such party from any further obligations herein.

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

10. That the monthly sum to be paid by each of the parties to Rettinger may be reviewed annually on May 1st and Rettinger may charge an additional reasonable amount for the following year as is in keeping with the original sum and usage.

11. That Rettinger grants to Kings and Anthony reasonable access to the connecting lines on the Rettinger property for maintenance and repair.

12. That this agreement shall be perpetual and shall be binding upon the heirs, successors and assigns of the parties hereto.

13. This well agreement replaces the one shown in the contract in Book 40, T.L.D., Page 235.

Dated this 29th day of March, 2002.

Charles Henry Rettinger
Charles Henry Rettinger

Nellie A. Marting
Nellie Marting

Barbara Jean Rettinger
Barbara Jean Rettinger

Herman Marting
Herman Marting

Sherry Davis
Sherry Davis

Bessie S. King Brown
Bessie Brown

Robin Anthony
Robin Anthony

Tommy Ray Brown
Tommy Ray Brown

STATE OF IOWA)
) SS
DELAWARE COUNTY)

On this 29th day of March, 2002 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Charles Henry Rettinger and Barbara Jean Rettinger 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.

KATHLENE J. GLASS
COMMISSION NO. 714584
MY COMMISSION EXPIRES 01-18-2005

Kathlene J Glass
Notary Public in and for State of Iowa

STATE OF IOWA)
) SS
DELAWARE COUNTY)

On this 29th day of March, 2002 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Nellie Marting and Herman Marting 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.

KATHLENE J. GLASS
COMMISSION NO. 714584
MY COMMISSION EXPIRES 01-18-2005

Kathlene J. Glass
Notary Public in and for State of Iowa

STATE OF IOWA)
) SS
DELAWARE COUNTY)

On this 29th day of March, 2002 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Bessie Brown and Tommy Ray Brown 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.

KATHLENE J. GLASS
COMMISSION NO. 714584
MY COMMISSION EXPIRES 01-18-2005

Kathlene J. Glass
Notary Public in and for State of Iowa

STATE OF IOWA)
) SS
DELAWARE COUNTY)

On this 29th day of March, 2002 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Sherry Davis to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as her voluntary act and deed.



Kathlene J. Glass
Notary Public in and for State of Iowa

STATE OF IOWA)
) SS
DELAWARE COUNTY)

On this 29th day of March, 2002 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Robin Anthony to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as his voluntary act and deed.



Steven L. Duncan
Notary Public in and for State of Iowa