DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
11.00

Preparer Information (K) Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name | Street Address | City | Phone

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE FOR RECORDER

# WELL AGREEMENT

THIS AGREEMENT is made by Kay Ann Dolan, Allen J. Cannon, Patrick J. Cannon and John G. Cannon as owners of two separate parcels of real estate described below:

Parcel 1: The North 52 feet of Lots 111 and 112, Masonville, Delaware County, Iowa

Parcel 2: Lots 111 and 112, Masonville, Delaware County, Iowa, except the North 52 feet thereof.

WHEREAS, a well is located approximately 5 feet North and East of the house located on Parcel #2, which provides water for the house located on Parcel #2 and the Post Office Building located on Parcel #1.

AND WHEREAS, the undersigned titleholders of the above parcels desire to establish the rights and obligations with regards to the owners of both parcels and said well.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be gained by this Agreement the parties agree as follows:

1. The owner of Parcel #2 shall be obligated to provide water to Parcel #1 for the use and operation of the premises located on Parcel #1 as a Post Office. In addition, the owner of Parcel #1 shall be entitled to maintain a water line from the well over and across that portion of Parcel #2 as the water line is currently located so as to provide an adequate water supply to the Post Office building located on Parcel #1.

2. The parties grant unto the owners of Parcel #1 the right to enter onto Parcel #2 to inspect, repair, and maintain the water line running from the well located on Parcel #2 over and across said Parcel #2 onto Parcel #1 provided however, that if any repairs are needed to the said water line that the owner of Parcel #1 shall return the premises to its previously existing condition after making any such repairs to the water line.

3. The owner of Parcel #2 shall be responsible for all repairs, maintenance or replacement of the pump, motor, well and pressure tank, however, the owner of Parcel #1 shall be obligated to pay $5.00 per month for the use of water which shall be payable on the 1st day of each and every month commencing July 1, 2003. The owner of Parcel #2 shall also pay the cost of electricity needed to pump water for both Parcels #1 and #2.

4. If at any time in the future city water becomes available to Parcel #1, the owners of Parcel #1 shall be obligated to hook on to the city water as soon as the same becomes available, at which such time this agreement shall terminate and be of no further force and effect and the owner of Parcel #2 shall be allowed to unhook and cap the water supply line running to Parcel #1.

5. In the event that the usage of Parcel #1 changes from that of a Post Office to any other usage which increases the amount of water needed, the provisions of paragraph three (3) hereof shall be subject to change such that the owner of Parcel #1 shall become jointly responsible for the repairs provided for therein and the cost to the owner of Parcel 31 for the use of said water on a monthly basis shall be increased accordingly.

6. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns and shall be considered an easement, which run with the land.

Kay Ann Dolan — 5-12-03
Kay Ann Dolan — Date

Allen J. Cannon — 5-13-03
Allen J. Cannon — Date

Patrick Cannon — 4-24-03
Patrick J. Cannon — Date

John G. Cannon — 5/16/03
John G. Cannon — Date

STATE OF IOWA, COUNTY OF Buchanan, ss:

On this 12 day of May, 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared Kay Ann Dolan, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

KAREN STEPHENSON
Commission Number 708966
My Comm. Exp. Mar. 20, 2004

Karen Stephenson
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Delaware, ss:

On this 13th day of May, 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared Allen J. Cannon, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

TERRI L. PHILGREEN
COMMISSION # 703495
MY COMMISSION EXPIRES
06-05-03

Terri L Philgreen
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Linn, ss:

On this 2nd day of May, 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick J. Cannon, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

RHONDA J. BRADLEY
Commiseon Number 720063
My Commission Expires
12/18/05

Rhonda J. Bradley
Notary Public in and for the State of Iowa

STATE OF ALASKA, COUNTY OF Juneau, ss:

On this 16 day of May, 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared John G. Cannon, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Mary E. Miller
Notary Public in and for the State of Alaska

STATE OF ALASKA
OFFICIAL SEAL
Mary E. Miller
NOTARY PUBLIC
My Commission Expires 5/13/05