DELAWARE COUNTY IOWA
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DEBORAH L. FEYTON
DELAWARE CO. RECORDER
21.00

First State Realty
C/o Steve Illmann

Prepared by Russell Hunt, 21050 265th St., Manchester, IA 52057, 563-922-3127

WELL AGREEMENT

This contract and agreement made and entered into this 23rd day of June, 2004, by and between Douglas W. Ernst (First Parties) and Russell G. Hunt and Krista A. Hunt, husband and wife, (Second Parties).

Whereas, First Parties is the owner of following real estate located in Delaware County, Iowa, described as follows:

Lot 53 Turtle Creek Camp Replat (Milo Township)
&
Lot 54 Turtle Creek Camp Replat (Milo Township)

And Whereas, Second Parties are the owners of an adjoining lot located in Delaware County, Iowa, described as follows:

Lot 46 Turtle Creek Replat & Lake Frontage Thereof (Milo Township)

And Whereas, there is a well located in the northeast corner of Lot 53 of real estate owned by First Parties, which supplies water to Lot 54 and Lot 46 as described above and the parties wish to enter into an Agreement regarding said well.

Now Therefore, in consideration of the mutual promises contained herein and the mutual benefits to be gained by the parties, and is consideration of One Dollar ($1.00) and other valuable consideration, the parties agree as follows:

1. Second Parties are the sole owners of the well located on the above described Lot 53 which said well shall be used by the Second Parties, their heirs, successors and assigns, so as to provide water for domestic use for the above described Lot 46.

2. First Parties, their heirs, successors and assigns, shall use said well as to provide water for domestic use for the above described Lot 53 and Lot 54.

3. First Parties grant unto Second Parties an easement to enter Lot 53 in the area of said well to inspect, maintain and repair said well and First Parties further grant to Second Parties an easement over and across the portions of Lot 53 and Lot 54 as is necessary to run water lines from the well to Second Parties' residence located on the above described Lot 46. First Parties further grant unto Second Parties an easement for ingress and egress to inspect and maintain said water line and to make repairs as are necessary. In the event that connection and/or repair of a water line requires digging on the real estate owned by First Parties, Second Parties shall return the premises to the

condition that it was prior to making connection and/or repairs and/or replacements thereto.

4. The cost of any and all repairs, maintenance, and or replacement to well shall be paid fully by the Second Parties. The cost of any repairs, maintenance or replacement of water lines shall be paid by the Second Parties.

5. In the event that the Second Parties should decide not to use, or abandon said well on Lot 53, when said well is in working condition, the Second Parties shall pass all ownership to the First Parties.

6. In the event that said well on Lot 53 should run dry or can not be repaired to working order then Second Parties shall fill said well and return the premises to its prior condition.

7. This Agreement and all provisions hereto shall be binding upon the heirs, successors, grantees and assigns of the parties hereto and shall continue until such time as this Agreement is mutually rescinded by the parties. This constitutes a covenant running with the land.

Douglas W. Ernst (First Party)

Russell G. Hunt (Second Party)

Krista A. Hunt (Second Party)

State of Iowa)
) ss:
County of Delaware)

On this 23rd day of June, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Douglas W. Ernst, Russell G. Hunt, and Krista A. Hunt, 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.

Steven L. Duncan

Steven L. Duncan

NOTARIAL SEAL IOWA
STEVEN L. DUNCAN
MY COMMISSION EXPIRES
12-29-06

Notary Public In & For the State of Iowa