Don Schmidt
113 3rd St. N
Cogdon IA
52218

DELAWARE COUNTY IOWA
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DEBORAH L. TERYON
DELAWARE CO. RECORDER
17.00

Carr & Carr Attorneys, 117 S. Franklin Street, PO Box 333, Manchester, Iowa 52057 (563) 927-4164

WELL AGREEMENT

Rebecca A. Van De Vegte and Randy C. Van De Vegte, hereinafter Van De Vegte; and Donald G. Schmidt and Valerie A. Schmidt, hereinafter Schmidt in consideration of their mutual promises and performances herein agree as follows:

1. That Van De Vegte is the owner of the following described real estate:

   The South 818 feet of the West 322.5 feet of the East 645 feet of the SE¼ of the NE¼ of Section 23, Township 88 North, Range 6, West of the Fifth P.M., except the North 270 feet thereof.

2. That Schmidt is the owner of the following described real estate:

   The South eight hundred eighteen (818) feet of the East three hundred twenty two and five-tenths (322.5) feet of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Twenty Three (23), Township Eighty Eight (88) North, Range Six (6), West of the Fifth P.M., except the North two hundred seventy (270) feet thereof.

3. That a well is located on the above described real estate owned by Van De Vegte.

4. That the above described property owned by Schmidt has been served by water from the well located on the Van De Vegte property and this shall continue as herein.

5. That Schmidt shall pay Van De Vegte Thirty ($30.00) Dollars per month in return for Van De Vegte providing water to Schmidt property.

6. The maintenance and/or replacement if the well shall be the sole responsibility ofVan De Vegte.

7. That Schmidt shall be responsible for all repairs, maintenance, and/or replacement of the connecting line running from the Van De Vegte well. Van De Vegte shall have no responsibility with respect to such connecting line.

8. That Van De Vegte grants to Schmidt reasonable access to the connecting line on the Van De Vegte property for maintenance and repair.

9. Nothing herein shall be construed to prohibit Schmidt from drilling an independent well which will remove such party from any further obligations herein.

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

Dated this 8th day of November, 2004.

Rebecca A. Van De Vegte

Randy C. Van De Vegte

Donald G. Schmidt

Valerie A. Schmidt

STATE OF IOWA)
) SS
DELAWARE COUNTY)

On this 8th day of November, 2004 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Rebecca A. Van De Vegte to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Tracy R. Fisher
Notary Public in and for State of Iowa

TRACY R. FISHER
COMMISSION NUMBER 701492
MY COMMISSION EXPIRES
1/31/06

STATE OF IOWA)
) SS
DELAWARE COUNTY)

On this 8th day of November, 2004 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Randy C. Van De Vegte to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Tracy R. Fisher
Notary Public in and for State of Iowa

TRACY R. FISHER
COMMISSION NUMBER 701492
MY COMMISSION EXPIRES
1/31/06

STATE OF IOWA)
) SS
DELAWARE COUNTY)

On this 5th day of November, 2004 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Donald G. Schmidt and Valerie A. Schmidt 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 E Carr
Notary Public in and for State of Iowa

NOTARIAL SEAL IOWA
STEVEN E. CARR
COMMISSION NO. 713328
MY COMMISSION EXPIRES
10-30-07