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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

EASEMENT AND WELL AGREEMENT

Recorder's Cover Sheet

Preparer Information:
Thomas J. Hanson
401 East Main Street
Manchester, Iowa 52057
Phone: (563) 927-5920

Taxpayer Information:
Aaron & Katie Crane
402 Locust St., Lot 5
Strawberry Point, Iowa 52076

Return Address
Thomas J. Hanson
401 East Main Street
Manchester, Iowa 52057
Phone: (563) 927-5920

Grantors:
Robert & Olive Francois
504 E Butler Street
Manchester, Iowa 52057

Grantees:
Aaron & Katie Crane
402 Locust St., Lot 5
Strawberry Point, Iowa 52076

Legal Description: See Page 2

Document or instrument number if applicable:

Preparer
Information 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

EASEMENT AND WELL AGREEMENT

This Agreement entered into this 18th day of November, 2005, by and between Robert J. Francois and Olive Ann Francois, husband and wife (hereinafter "Francois") and Aaron Crane and Katie Crane, husband and wife (hereinafter "Crane")

WHEREAS, Crane has purchased from Francois the following described real estate located in Delaware County, Iowa:

> Parcel A in the Northeast ¼ of Section 17, Township 89 North, Range 6 West of the 5th Principal Meridian, Delaware County, Iowa, described as: Commencing at the Northeast Corner of Section 17; thence S00°05'52"W, 1345.40 feet along the East line of the Northeast ¼ of Section 17 to the Point of Beginning; thence continuing S00°05'52" W, 528.27 feet along said East line; thence N89° 58'32"W, 179.78 feet; thence N00°29'38" W, 45.00 feet, thence S89° 30'22"W, 111.63 feet; N00°39'48" E, 137.85 feet; N88°48'45"W, 109.23 feet; thence N00°34'17"E, 344.55 feet; thence S89°55'52" E, 396.87 feet to the Point of Beginning. According to Plat recorder in Book 2005, Page 4059 of the records of the Delaware County Recorder.

AND WHEREAS, Francois is the owner of real estate adjacent to the herein described real estate.

AND WHEREAS, the parties wish to formalize an agreement regarding the use of a driveway on the premises and a well on the premises.

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

1. On the real estate retained by Francois there is a machine shed located South of the above described Parcel A and the parties agree that Francois shall retain a right to cross the herein described premises to provide access to said machine shed on the West side thereof. Therefore, Francois, on behalf of themselves, their heirs, successors and assigns retain a permanent easement over and across the herein described Parcel A for the purpose of ingress and egress from the county road lying on the East boundary of Parcel A to the West side of said machine shed. Crane has the right to establish a driveway to be used by Francois for the purposes of this

easement. The easement shall not be blocked or obstructed by either party in any way.

2. There is a well located on the Crane premises described above. Francois and their heirs, as well as any tenants of Francois or the heirs of Francois, shall be allowed to obtain water from said well for the purpose of watering and caring for cattle located on the Francois property. Said right to use water shall be in the manner and in such amounts as has been previously used by Francois and their tenants in the past, and the number of cattle using water shall not exceed 20 head. Francois, or any party using the water under the terms this agreement, agrees to pay Crane, or the current owner of the premises, $20.00 for each month that water is used from the well, provided however, that no payment shall be required for 2005. Francois, for and on behalf of themselves and their heirs, retain the right to enter on to the Crane premises for the purpose of inspecting, repairing and maintaining the water line running from the well to the Francois property.

3. So long as this Agreement is in effect, Francois and their heirs shall be required to pay 25% of the cost of any repairs to the well, or replacement of the well. The cost of repairing or replacing the water line running to the Francois property shall be paid 100% by Francois or their heirs.

4. Francois and their heirs retain the right to terminate this agreement at any time that they no longer need to use water from the well. Said termination of the Agreement shall be completed by providing written notice to Crane or the heirs, successors or assigns.

5. The provisions of this Agreement shall run with the land and be binding on the parties hereto and the heirs of Francois as well as the heirs, successors and assigns of Crane, provided however, that the provisions of this Agreement may be altered or amended by written Agreement between the parties. The Agreement shall automatically terminate at such time as the real estate is no longer owned by Francois or their heirs.

Dated this 18th day of November, 2005.

Robert J. Francois

Aaron Crane

Olive Ann Francois

Katie Crane

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 18th day of November, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Francois and Olive Ann Francois, husband and wife, 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.

Brian D. Francois
Notary Public in and for the State of Iowa

Brian D. Francois
Iowa Notarial Seal
Commission No.733317
My commission expires: 3-8-2008

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 28th day of November 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Aaron Crane and Katie Crane, husband and wife, 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.

NOTARIAL SEAL IOWA
DIAN M. SMITH
Commission Number 734012
My Comm. Exp. 4-15-08

Dian M. Smith
Notary Public in and for the State of Iowa