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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Prepared By and Return to: Carr & Carr Attorneys, 117 S. Franklin Street, PO Box 333, Manchester, Iowa 52057
(563) 927-4164

WELL AGREEMENT

Ronald Albert and Robin Albert, hereinafter Albert; and Pat Duggan, hereinafter Duggan in consideration of their mutual promises and performances herein agree as follows:

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

   The Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), except commencing at a point Six Hundred (600.0) feet North of the Southeast corner thereof, and running thence North a distance of Three Hundred Fifty (350.0) feet, thence West One Hundred Twenty-Four and Five-Tenths (124.5) feet, thence South Three Hundred Fifty (350.0) feet, thence East One Hundred Twenty-Four and Five-Tenths (124.5) feet to the point of beginning, and other lands, all in Section Thirteen (13), Township Eighty-Seven (87) North, Range Five (5) West of the 5th P.M.

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

   Parcel A, part of the NE¼ of the SE¼ of Section 13, Township 87 North, Range 5 West of the 5th P.M., per plat recorded in Book 1999, Page 702 except Parcel B, being part of said Parcel A - per plat recorded in Book 2001, Page 2895, subject to roadways and easements of record.

3. That a well is located on the above described real estate owned by Albert.

4. That the above described property owned by Duggan had been served by water from the well located on the Albert property and this shall continue as herein.

5. That so long as Duggan owns the property Duggan shall pay to Albert (or any subsequent owners of the property owned by Albert) fifty ($50.00) Dollars per year in return for Albert providing water to Duggan's property on an as needed basis.

6. That any major repairs to the well shall be shared equally by the respective landowners. The lines running from the well to the Duggan property shall be the sole responsibility of the property served.

7. That nothing herein shall be construed to prohibit Duggan from drilling an independent well which will remove said party from any further obligations herein.

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

9. That Albert grants to Duggan reasonable access to the connecting lines on the Albert property for maintenance and repair.

10. That this agreement shall be perpetual and shall be binding upon the heirs, successors and assigns of the parties of Albert. At such time

Duggan no longer owns said property this agreement shall terminate and any subsequent agreement shall be negotiated by the then current owners of the above described properties.

Ronald Albert 12-06-05
Ronald Albert Date

Robin Albert 12-06-05
Robin Albert Date

Pat J Duggan 12-12-05
Pat Duggan Date

STATE OF IOWA)
) SS
DELAWARE COUNTY)

On this 6 day of December, 2005 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Ronald Albert 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.

Notary Public in and for State of Iowa

STATE OF IOWA)
) SS
DELAWARE COUNTY)

JOHN M. CARR
COMMISSION NO. 192855
MY COMMISSION EXPIRES
10-7-06

On this 6 day of December, 2005 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Robin Albert 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.

Notary Public in and for State of Iowa

STATE OF IOWA)
) SS
DELAWARE COUNTY)

JOHN M. CARR
COMMISSION NO. 192855
MY COMMISSION EXPIRES
10-7-06

On this 12th day of December, 2005 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Pat Duggan 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.

Cindy J. Cannon
Notary Public in and for State of Iowa

CINDY J. CANNON
Commission Number 724930
My Commission Expires
10-13-06