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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Prepared By & Return to: Steven E. Carr, PO Box 333, Manchester, Iowa 52057 (563) 927-4164

WELL AGREEMENT

Joseph G. Hildebrand and Peggy Hildebrand, husband and wife, hereinafter Hildebrand; and Donald J. Sullivan and Carla Sullivan, husband and wife, hereinafter Sullivan in consideration of their mutual promises and performances herein agree as follows:

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

   Parcel K, Part Of The SW1/4 Of Sec. 31, T89N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2001, Page 3308.

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

   Parcel L, Part Of The SW1/4 Of Sec. 31, T89N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2001, Page 3308.

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

4. That the above described property owned by Hildebrand is served by water from the well located on the Sullivan property and this shall continue as herein.

5. That Sullivan shall pay Hildebrand Twenty Five ($25.00) Dollars per month as part of this agreement for electricity furnished to the well by Hildebrand.

6. That any major repairs to the well shall be shared equally by all parties. The lines running from the well to the Hildebrand and Sullivan properties shall be the sole responsibility of the property served.

7. That nothing herein shall be construed to prohibit either Hildebrand or Sullivan from drilling an independent well which will remove such 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 the monthly sum to be paid by Sullivan may be reviewed annually on May 1st and Hildebrand may charge an additional reasonable amount for the following year as is in keeping with the original sum and fairness.

10. That Sullivan grants to Hildebrand reasonable access to the connecting lines on the Sullivan property for maintenance and repair.

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

Dated this 25th day of November, 2006.

Joseph G. Hildebrand

Donald J. Sullivan

Peggy Hildebrand

Carla Sullivan

STATE OF IOWA)
) SS
DELAWARE COUNTY)

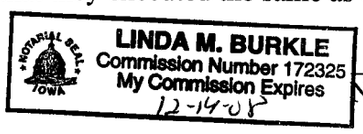
On this 25th day of November, 2006 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Joseph G. Hildebrand and Peggy Hildebrand to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

LINDA M. BURKLE
Commission Number 172325
My Commission Expires
12-14-08

Notary Public in and for State of Iowa

STATE OF IOWA)
) SS
DELAWARE COUNTY)

On this 25th day of November, 2006 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Donald J. Sullivan and Carla Sullivan 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.



Linda M Burkle
Notary Public in and for State of Iowa