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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and return to: E. Michael Carr, Attorney, Box 333, Manchester, Iowa 52057 (563) 927-4164
Grantors: Dennis Wegner and Jane K. Wegner Grantees: Robert E. Nelson and Esther L. Nelson

WELL AGREEMENT

Robert E. Nelson and Esther L. Nelson, husband and wife, hereinafter Nelson; and Dennis Wegner and Jane K. Wegner, husband and wife, hereinafter Wegner, in consideration of their mutual promises and performances herein agree as follows:

1. Nelson is the owner of the following described real estate:

   PARCEL C, PART OF THE NW¼ - NE¼ SEC. 9, T87N, R4W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA according to Plat recorded in Book 2007, Page 1759.

2. Wegner is the contract purchaser of the following described real estate:

   PARCEL B, PART OF THE NW¼ - NE¼ SEC. 9, T87N, R4W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA according to Plat recorded in Book 2007, Page 1759.

3. A well is located on the above described real estate owned by Wegner.

4. Both of the above described properties are to be served by the same well pursuant to this agreement.

5. Any repairs or replacement of the well including the pressure tank located on the Wegner property shall be shared equally by the parties.

6. It is understood that each party will be soley responsible for any repair, maintenance or replacement of water lines on is own property running to the well.

7. Wegner grants to Nelson an easement to the well for inspection, maintenance, repair or replacement.

8. Nelson shall pay to Wegner the sum of $15.00 per month for electricity for the pumping of water to Nelson.

9. Water use is restricted to reasonable residential purposes and no commercial or agricultural water use is allowed without prior approval of the other party.

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

11. Nothing herein should be construed or prohibit Nelson from building an independent will which would remove Nelson from any further obligation herein.

12. This agreement shall be perpetual and shall be binding upon the heirs, successors and assigns of the parties hereto.

Dated this 13 day of July, 2007.

Robert E. Nelson
Robert E. Nelson

Esther L. Nelson
Esther L. Nelson

Dennis Wegner
Dennis Wegner

Jane K. Wegner
Jane K. Wegner

STATE OF IOWA)
) SS
DELAWARE COUNTY)

On this 13 day of July, 2007 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Robert E. Nelson and Esther L. Nelson 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.

E. MICHAEL CARR
Commission Number 222
My Commission Expires
December 10, 2007

Notary Public in and for State of Iowa

STATE OF IOWA)
) SS
DELAWARE COUNTY)

On this 17 day of July, 2007 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Dennis Wegner and Jane K. Wegner 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.

E. MICHAEL CARR
Commission Number 222
My Commission Expires
December 10, 2007

Notary Public in and for State of Iowa