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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

William D. Werger 401 East Main St. Manchester, IA (563) 927-5920
Preparer & Return Information

Tax Payer Information: William Roling, 2671 220th Avenue, Delhi, IA 52223
P.O. Box 31

WELL AGREEMENT

THIS AGREEMENT is made by William J. Roling and Amy S. Roling as the owner of Parcel 1 described below and Brice A. Lubben and Nancy J. ~~xxxxxx~~ Lubben as owners of Parcel 2 described below:

Parcel 1: Lot Six (6) of Keith's Hartwick Hill Estates, a subdivision of part of the Southwest Quarter of the Northwest Quarter, and part of the Northwest Quarter of the Southwest Quarter of Section 30, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2006, at Page 2711 in the Office of the Recorder of Delaware County, Iowa, subject to all easements of record, and subject to the Restrictions and Covenants of Keith's Hartwick Hill Estates which are filed for record in Book 2006, Page 2959 in the Office of the Delaware County Recorder.

Parcel 2: Lot Five (5) of Keith's Hartwick Hill Estates, a subdivision of part of the Southwest Quarter of the Northwest Quarter, and part of the Northwest Quarter of the Southwest Quarter of Section 30, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2006, at Page 2711 in the Office of the Recorder of Delaware County, Iowa, subject to all easements of record, and subject to the Restrictions and Covenants of Keith's Hartwick Hill Estates which are filed for record in Book 2006, Page 2959 in the Office of the Delaware County Recorder.

WHEREAS a well is located on Parcel 1, which serves the houses built on both parcels;

WHEREAS both parties desire to establish the rights and obligations with regards to the owners of both parcels and said well.

IT IS THEREFORE AGREED as follows:

1. The owner of Parcel 2 shall have the right to use the well and pump located on Parcel 1 and shall be entitled to maintain a water line from Parcel 2 to said well and pump on Parcel 1.

2. The parties shall share in the construction and maintenance costs of the well and pump from the date of this agreement.

3. In the event the well becomes unusable and/or economically unrepairable at any time in the future, this Agreement shall terminate and both parties shall be free to construct their own well or to contract together to construct a replacement pursuant to terms and conditions to be agreed upon in that circumstance. The owner of Parcel 2 may terminate the agreement and disconnect at any time.

4. This agreement is binding on successors and assigns of the owners of both parcels and shall be considered an easement which runs with the land.

Agreement is hereby made upon the signing of this Agreement on the date hereafter noted.

Dated 6-25-2007

William J. Roling

Amy S. Roling

Subscribed, sworn and acknowledged to me by William J. Roling and Amy S. Roling on the 25 day of June, 2007.

TERRI L. PHILGREEN
COMMISSION # 703463
MY COMMISSION EXPIRES
06-05-09

Notary Public In And For The State Of Iowa

Dated 7/7/07

Brice A. Lubben

Nancy J. Lubben

Subscribed, sworn and acknowledged to me by Brice A. Lubben and Nancy J Lubben on the 7th day of ~~June~~ July, 2007.

KEVIN R. FUNKE
Commission Number 131157
My Commission Expires
2-15-08

Notary Public In And For The State Of Iowa