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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

WELL AGREEMENT
Recorder's Cover Sheet

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

Taxpayer Information:
William R. Decker
809 East Dubuque Street
Quasqueton, Iowa 52326

Return Address
William R. Decker
809 East Dubuque Street
Quasqueton, Iowa 52326

Grantors:
William R. Decker

Grantees:
Steven R. Ralph
Tamara L. Ralph

Legal Description: See Page 2

WELL AGREEMENT

This Agreement entered into this 26 day of March, 2008, by and between William R. Decker (hereinafter First Party); and Steven R. Ralph and Tamara L. Ralph, husband and wife (hereinafter Second Parties).

WHEREAS, First Party owns the following described real estate located in Delaware County, Iowa:

> Lot Seven B (7B) of Connolly's Riverview Addition to Delaware County, Iowa, according to plat recorded in Book 2 Plats, Pages 86-87; same being a part of the East one-half (E½) of the Northeast Quarter (NE¼) of Section Thirty (30), Township Eighty Eight (88) North, Range Four (4), West of the Fifth Principal Meridian; also Lot Seven A-1 (7A-1) of the Subdivision of Lot 7A of Connolly's Riverview Addition to Delaware County, Iowa, said Subdivision being a part of the E½ of the NE¼ of Section 30, T88N, R4W of Fifth P.M., according to plat recorded in Book 2 Plats, Page 168.

AND WHEREAS, Second Parties own the following described real estate located in Delaware County, Iowa:

> Lot Seven A-2 (7A-2) of the Subdivision of Lot 7A of Connolly's Riverview Addition to Delaware County, Iowa, said Subdivision being a part of the E½ of the NE¼ of Section 30, T88N, R4W of Fifth P.M., according to plat recorded in Book 2 Plats, Page 168.

AND WHEREAS, There is a well located on the real estate owned First Party, which said well is owned by the First Party, which serves the lots owned by First Party and Second Parties. That further, the electrical power for the pump for said well is located on the real estate owned by Second Parties.

AND WHEREAS, the parties wish to enter into an Agreement to establish their rights and obligations with regard to said well.

IT IS THEREFORE AGREED AS FOLLOWS:

1. First Party and Second Parties shall each have the right to obtain water from the well and pump owned by First Party. Second Parties agree to provide electrical power for the pump for said well and to supply said power at all times during the year whether or not Second Parties are living at the residence located on the real estate owned by Second Parties.

2. First Party grants unto Second Parties an easement over and across that portion of the real estate owned by First Party for the water line that runs from the well to the real estate owned by Second Parties. Second Parties are further granted access to the water line, well and pump as needed to inspect, maintain and repair the same. In the event that Second Parties are required to dig up the soil on First Party's property,

which covers the water line, they shall be obligated to return to its natural condition any soil or earth disturbed by said inspection, repair, replacement, or maintenance of the water line.

3. First Party and Second Parties each agree that any cost for repair or maintenance of the water line from the well to their individual parcels shall be paid by the party whose residence is served by said water line. The parties further agree that any and all costs of inspection, repair, replacement and/or maintenance of the well and pump shall be paid one-half by First Party and one-half by Second Parties.

4. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns and shall be considered an Agreement that runs with the land.

Dated this 26th day of March, 2008.

First Party:

William R. Decker

Second Parties:

Steven R. Ralph

Tamara L. Ralph

STATE OF IOWA, COUNTY OF Delaware, ss:

On this 26th day of March, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared William R. Decker, a single person, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2010

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Johnson, ss:

On this 26 day of March, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven R. Ralph and Tamara L. Ralph, 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.

KELLI K. BOWERS
Commission Number 719147
My Commission Expires
October 22, 2008

Notary Public in and for the State of Iowa