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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

REAL ESTATE AGREEMENT

Recorder's Cover Sheet

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

Taxpayer Information:
Harold J. Wulfekuhle, Jr.
216 102nd Street
Edgewood, Iowa 52042

Return Address
Harold J. Wulfekuhle, Jr.
216 102nd Street
Edgewood, Iowa 52042

Grantors:
Harold J. Wulfekuhle, Jr.
Katherine Wulfekuhle

Grantees:
Deryl D. Hines
LuAnn Hines

Legal Description: See Page 2

REAL ESTATE AGREEMENT

This Agreement entered into this 8th day of JULY 2008 by and between Harold J. Wulfekuhle, Jr. and Katherine Wulfekuhle, husband and wife (hereinafter Wulfekuhle), and Deryl D. Hines and LuAnn Hines, husband and wife (hereinafter Hines).

WITNESSETH:

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

> All that part of the South one-half (S½) of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) and of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Two (2), Township Ninety (90) North, Range Five (5), West of the Fifth P.M. lying East of the Chicago, Milwaukee & St. Paul Railroad right-of-way, except the Catholic Cemetery described as beginning at the Southeast corner of said Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), thence North fourteen (14) rods, thence West fourteen (14) rods, thence South fourteen (14) rods, thence East to the point of beginning, and also except Lot One (1) in the Fractional Northeast Quarter of the Northeast Quarter (Frac. NE¼-NE¼) of Section Two (2), Township Ninety (90) North, Range Five (5) West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 14; also all of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's one hundred (100) foot wide right of way across the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) and the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Two (2), Township Ninety (90) North, Range Five (5), West of the Fifth P.M.

AND WHEREAS, Hines owns the following described real estate located in Delaware County, Iowa:

> Lot One (1) in the Fractional Northeast Quarter of the Northeast Quarter (Frac. NE¼-NE¼) of Section Two (2), Township Ninety (90) North, Range Five (5) West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 14.

AND WHEREAS, there is a well located on the Wulfekuhle property which will be used by Hines; and the parties further wish to enter into an agreement regarding any claims for damages or causes of action with regard to the farming practices conducted by Wulfekuhle in the vicinity of the Hines property.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be gained by the parties they agree as follows:

1. Hines, for and on behalf of themselves, their heirs, successor and assigns, agree that no claim for damages or cause of action shall be filed or taken against Wulfekuhle, their heirs, successors and assigns, wherein damages or other monetary or other relief is sought as a result of Wulfekuhle, their heirs, successors and assigns carrying on farming practices on the Wulfekuhle real estate which include crop production and the raising of livestock, including manure management, and the storing and spreading of manure from livestock. This prohibition shall also prohibit any claims for damages or other causes of action alleging that pollutants have entered the well water or subterranean aquifer. However, nothing in this agreement shall prevent Hines, their heirs, successors and assigns from filing a claim or cause of action for damages or other relief in the event of willful misconduct on behalf of Wulfekuhle, their agents, heirs, successors and assigns.

2. There is a well located on the Wulfekuhle real estate, which is used by Hines to provide water to the real estate owned by Hines. Wulfekuhle, on behalf of themselves, their heirs, successors and assigns herby grant unto Hines, their heirs, successors and assigns the right to use water from said well and further grant an easement for a water line running from the well to the Hines property. This grant includes the right for Hines, their heirs, successors and assigns to enter onto the Wulfekuhle property as necessary to inspect, maintain and repair said water line, provided however, if any repairs are needed that the soil disturbed by any such inspection, repair or maintenance shall be returned to its previously existing condition.

3. Any and all repairs, maintenance and inspection of the water line running from the well to the Hines property shall be paid by Hines or the then owner of the Hines property. The cost of any repairs and/or replacements to the well and pump shall be paid as follows: 50% thereof to the then owner of the Hines real estate; 50% thereof to the owner of the real estate upon which the well is located.

4. These agreements herein shall run with the land and be binding upon the parties hereto, their heirs, successors and assigns.

Harold J. Wulfekuhle, Jr.

Deryl D. Hines

Katherine Wulfekuhle

LuAnn Hines

STATE OF IOWA, COUNTY OF Delaware, **ss:**

On this 9 day of June, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Harold J. Wulfekuhle, Jr. and Katherine Wulfekuhle, 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.

Notary Public in and for the State of Iowa

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

STATE OF IOWA, COUNTY OF Delaware, **ss:**

On this 8th day of June, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Deryl D. Hines and LuAnn Hines, 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.

Notary Public in and for the State of Iowa

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