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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and return to: Carr & Carr Attorneys, PO Box 333, Manchester, Iowa 52057 (563) 927-4164
Grantors: Walter Loecke and Kay Loecke Grantees: Michael F. Loecke and Megan Loecke

WELL AGREEMENT

Walter Loecke and Kay Loecke, husband and wife, hereinafter "first party"; and Michael F. Loecke and Megan Loecke, husband and wife, hereinafter "second party" in consideration of their mutual promises and performances herein agree as follows:

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

   Parcel J Part of Lot 2 of the Subdivision of Lot 4 of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), Section Thirty-One (31), Township Eighty-Nine North (T89N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa according to plat recorded in Book 2012, Page 4366

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

   Lots Two (2) and Three (3) and Lots One (1) and Two (2) of the subdivision of Lot Four (4), all of said Lots being a part of the subdivision of all that part of the Northeast Quarter of Southeast Quarter (NE¼-SE¼) of Section 31, Township 89 North, Range 4 West of the 5 P.M. lying South of the South boundary line of the right of way for railway purposes as same is now used and o by the Illinois Central Railroad Company; also a strip of land Seven (7) feet wide North and South by 17.2375 chains East and West lying South of and adjoining said Lot One (1) of subdivision of Lot Four (4) and said Lot Two (2) of said Subdivision of the Northeast Quarter of the Southeast Quarter (NE¼-SE¼) and; a tract of land adjoining the incorporated Town of Delaware, Iowa, described as commencing at the center and West of Adams Street in said Town of Delaware, thence running South 286 feet more or less to the South line of the Northwest Quarter of the Southwest Quarter (NW¼-SW¼) of Section Thirty-two (32), Township Eighty-nine (89) North, Range 4, West of the 5 P.M. thence West 17 rods 12 feet, more or less to the East line

of Lot Two (2) of the Subdivision of the Northeast Quarter of the Southeast Quarter (NE¼-SE¼) Section Thirty-one (31), Township 89 North, Range 4, West of the 5 P.M. thence North 286 feet more or less to a point intersecting a continuation of a line drawn West from the center of Adams Street in said Town of Delaware, Iowa, thence East to the place of beginning and a strip of land Seven (7) feet North and South of the North side of the Southeast Quarter of the Southeast Quarter (SE¼-SE¼) of Section Thirty-one (31), Township 89 North, Range 4 West of the 5th P.M. lying South of and adjoining the land last above described and Lot Two (2) of the Subdivision of a part of the Northwest Quarter of the Southwest Quarter (NW¼-SW¼) of Section Thirty-two (32), Township 89 North, Range 4 West of the 5th P.M. and Lots 700 and 701 in the Town of Delaware, Iowa, the same being a part of the Northwest Quarter of the Southwest Quarter (NW¼-SW¼) of Section 32, Township 89 North, Range 4 West of the 5th P.M. except Parcel J Part of Lot 2 of the Subdivision of Lot 4 of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), Section Thirty-One (31), Township Eighty-Nine North (T98N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa according to plat recorded in Book 2012, Page 4366

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

4. First party grants to second party the right to connect with the well by way of a hydrant and line to be installed at the sole expense of second party.

5. First party grants second an easement for the installation of the hydrant and line and for any required future repairs or replacement.

6. Second party shall be responsible to first party for any property damage arising from the installation, repair or replacement of the hydrant and line.

7. The hydrant shall be located at a reasonable location agreed upon between the parties generally located in the southwest corner of the real estate owned by first party.

8. The well shall be used for ag use only not to exceed cattle usage of 25 head plus up to 1000 gallons per year.

9. Second party shall not be responsible for any cost to the main well including, but not limited to, repairs, replacement and/or electricity. First party shall not be responsible for any cost to the added line and hydrant.

10. This agreement shall be perpetual and shall be binding upon the heirs, successors and assigns of the parties hereto. At such time the main well is in need of replacement, this agreement shall terminate.

Dated this 28th day of December, 2012.

Walter F. Loecke
Walter Loecke

Michael F. Loecke

Kay E Loecke
Kay Loecke

Megan Loecke

STATE OF IOWA)
) SS
DELAWARE COUNTY)

On this 28th day of December, 2012 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Walter Loecke and Kay Loecke 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 State of Iowa

STEVEN E. CARR
Commission Number 713328
My Commission Expires
October 30, 2013

STATE OF IOWA)
) SS
DELAWARE COUNTY)

On this 27th day of December, 2012 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Michael F. Loecke and Megan Loecke 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 State of Iowa

STEVEN E. CARR
Commission Number 713328
My Commission Expires
October 30, 2013