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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and return to: Steve E. Carr, Attorney, Box 333, Manchester, Iowa 52057 (563) 927-4164

WELL AGREEMENT

Rebecca S. Ries and Jon Ries, wife and husband, hereinafter "Ries," and William David Wallace, a single person, hereinafter "Wallace," in consideration of their mutual promises and performances herein agree as follows:

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

   Parcel 2013-37 being part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) and part of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) in Section Twenty-five (25), Township Eighty-eight North (T88N), Range Five West (R5W) of the 5th P.M., Delaware County, Iowa according to plat recorded in Book 2013, Page 1677

2. Wallace is the owner of the following described real estate:

   Parcel 2013-36 being part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) and part of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) in Section Twenty-five (25), Township Eighty-eight North (T88N), Range Five West (R5W) of the 5th P.M., Delaware County, Iowa according to plat recorded in Book 2013, Page 1677

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

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 Ries 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 their respective water lines running to the well.

7. Ries grants to Wallace an easement to the well for inspection, maintenance, repair or replacement.

8. Wallace shall pay the electricity on the yard light located on Ries property, which is hooked to the same meter as the yard light on Wallace property, and in exchange Ries shall pay for the electricity for the well.

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

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

11. Nothing herein should be construed or prohibit Wallace from building an independent well which would remove Wallace 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 19th day of ~~June~~ July, 2013.

Rebecca S. Ries

Rebecca S. Ries

Jon Ries

Jon Ries

William David Wallace

William David Wallace

STATE OF IOWA)
) SS
DELAWARE COUNTY)

This instrument was acknowledged before me on this 19th day of July, 2013 by Rebecca S. Ries and Jon Ries, wife and husband.

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

Notary Public in and for State of Iowa

STATE OF IOWA)
) SS
DELAWARE COUNTY)

This instrument was acknowledged before me on this 19th day of July, 2013 by William David Wallace.

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

Notary Public in and for State of Iowa