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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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

WELL AGREEMENT

James H. Locke, Jr. and Phyllis E. Locke, husband and wife hereinafter first party; James H. Locke, Jr. and Phyllis E. Locke, husband and wife hereinafter second party; and Richard Ernest Thompson, Jr., a single person and Michael Vincent Thompson, a single person hereinafter third party in consideration of their mutual promises and performances herein agree as follows:

13-88-5

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

   Lot Ten (10) of Logan's Fifth Subdivision to Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 77

   And

   Lot Seventeen (17) of Logan's First Subdivision of part of the North One-Half (N ½) of Section Twenty Three (23), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book 4 Plats, Page 46

   Together with all easements and servient estates appurtenant thereto, and subject to covenants, easements and restrictions of record, if any.

   Also all right, title, interest, claim and demand, of grantors, in and to the lake frontage running to the middle of the Maquoketa River bed, with respect to said premises, title to which is not warranted by grantors. This conveyance is made subject to the existing flood plain rights, and grantees shall not hold grantors or their predecessors in title hereunder liable with regard to the flooding of the property covered, and grantees and their

successors and assigns shall not change or alter the lake frontage without written consent of the Lake Delhi Recreation Association, Inc. The right to use the present access road is included, and this conveyance is subject to the use of said access road by all others and tenants occupying lots in said subdivision.

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

Lot Eighteen (18) of Logan's First Subdivision of Part of the North one-half (N ½) of Section Twenty Three (23), Township Eighty Eight (88) North, Range 5, West of the Fifth Principal Meridian, according to plat recorded in Book 4 Plats, Page 46, and also the lake frontage running to the middle of the Maquoketa River bed abutting said Lot Eighteen (18); and Lot Nine (9) of Logan's Fifth Subdivision to Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 77.

3. Third party is the owner of the following described real estate:

Lot Sixteen (16) of Logan's First Subdivision of Part of the North one-half (N1/2) of Section Twenty Three (23), Township Eighty-Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book 4 Plats, Page 46; also Lot Eleven (11) of Logan's Fifth Subdivision to Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 77.

All right, title, interest, claim and demand, in and to the lake frontage running to the middle of the Maquoketa River Bed, abutting on Lot Sixteen (16) of Logan's First Subdivision of part of the North Half (N1/2) of Section Twenty-three (23), Township Eighty-eight (88) North, Range Five (5), West of the Fifth Principal Meridian, together with additional such frontage extending southwesterly a distance of 65 feet.

4. A well is located on the above described real estate owned by first party.

5. All three of the above described properties are to be served by the same well pursuant to this agreement.

6. Any repairs or replacement of the well located on the property of first party or pressure tanks located on property of both second and third parties shall be shared equally by the parties.

7. It is understood that each party will be solely responsible for any repair, maintenance or replacement of respective water lines running to the well.

8. First party grants to second party and third party an easement to the well for inspection, maintenance, repair or replacement.

9. Electricity for the well is billed to second party. First party shall pay second party $50.00 per year and third party shall also pay second party $50.00 per year for electricity relating to the well. This sum may change based on what is reasonable in the future and the amount due shall be paid January 1 of each year.

10. Water use is restricted to reasonable residential purposes and no commercial or agricultural water use is allowed with prior approval of the other parties.

11. The parties understand and agree that there is no warranty expressed or implied as to the quality of the water produced or supplied.

12. Nothing herein should be construed or prohibit second party and third party from building an independent well which would remove the building party from any further obligation herein.

13. This agreement shall be perpetual and shall be binding upon the heirs, successors and assigns of the parties hereto.

Dated this 14th day of May, 2015.

James H. Locke a/k/a James H. Locke, Jr.
& Phyllis E. Locke

Richard Ernest Thompson, Jr.

Michael Vincent Thompson

STATE OF IOWA)
) SS
DELAWARE COUNTY)

On this 14th day of May, 2015 before me the undersigned, a notary public in and for the State of Iowa, personally appeared James H. Locke, Jr. and Phyllis E. Locke to me known to be the identical people 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, 2016

STATE OF IOWA)
) SS
DELAWARE COUNTY)

On this 19th day of May, 2015 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Richard Ernest Thompson, Jr. to me known to be the identical person 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, 2016

STATE OF IOWA)
) SS
DELAWARE COUNTY)

On this 14th day of May, 2015 before me the undersigned, a notary public in and for the State of Iowa, personally appeared Michael Vincent Thompson to me known to be the identical person 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, 2016