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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Alisha + Chris Lorang
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WELL AGREEMENT AND EASEMENT

We, Michael J. Russell, single, hereinafter referred to as Party of the First Part and Alisha Stach Lorang and Chris Lorang, husband and wife, hereinafter referred to as Parties of the Second Part, and Cory Groth, single, Party of the Third Part, and Gary R. and Tamarra Oltrogge, husband and wife, Parties of the Fourth Part, for good and valuable consideration enter into the following agreement and do hereby covenant and agree as follows:

1. That the Party of the First Part is the owner of property described as follows:

   Lot 7 of Turtle Creek Camp Replat being part of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4), part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4), and part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) all in Section Twenty-six (26), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principle Meridian, Delaware County, Iowa; also being part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4), and part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4), Section Twenty-five (25), Township Eighty-eight North (T88N), Range Five West (R5W) of the Principle Meridian, Delaware County, Iowa, according to plat recorded in Book 1999, Page 4340; also all lake frontage running to the waterfront and there at right angles to the middle of Lake Delhi adjoining said Lot Seven (7).

2. That the Parties of the Second Part are owners of property described as follows:

   Lot Eight (8) of Turtle Creek Camp Replat being part of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4), part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4), and part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) all in Section Twenty-six (26), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principle Meridian, Delaware County, Iowa; also being part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4), and part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4), Section Twenty-five (25), Township Eighty-eight North (T88N), Range Five West (R5W) of the Principle Meridian, Delaware County, Iowa, according to plat recorded in Book 1999, Page 4340; also all lake frontage running to the waterfront and there at right angles to the middle of Lake Delhi adjoining said Lot Eight (8).

3. That the Party of the Third Part is the owner of the property described as follows:

Lot Six (6) of Turtle Creek Camp Replat being part of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4), part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4), and part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) all in Section Twenty-six (26), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principle Meridian, Delaware County, Iowa; also being part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4), and part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4), Section Twenty-five (25), Township Eighty-eight North (T88N), Range Five West (R5W) of the Principle Meridian, Delaware County, Iowa, according to plat recorded in Book 1999, Page 4340; also all lake frontage running to the waterfront and there at right angles to the middle of Lake Delhi adjoining said Lot Six (6).

4. That the Parties of the Fourth Part are owners of property described as follows:

Lot Five (5) of Turtle Creek Camp Replat being part of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4), part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4), and part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) all in Section Twenty-six (26), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principle Meridian, Delaware County, Iowa; also being part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4), and part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4), Section Twenty-five (25), Township Eighty-eight North (T88N), Range Five West (R5W) of the Principle Meridian, Delaware County, Iowa, according to plat recorded in Book 1999, Page 4340; also all lake frontage running to the waterfront and there at right angles to the middle of Lake Delhi adjoining said Lot Five (5).

5. That located on the above described Lot 8 of the Parties of the Second Part is a well, the center of the well located at a point approximately 30 feet West of the Eastern boundary and approximately 63 feet North of the Southern boundary of the said Lot 8 of the Parties of the Second Part.

6. That the purpose of this particular agreement is to establish well and water rights for the undersigned, their heirs and assigns and to file for public record a copy of this water agreement and easement.

7. In consideration of the sum of Five Hundred Fifty Dollars ($550.00), receipt of which is hereby acknowledged, and being paid by the Party of the Fourth Part unto the Parties of the Third Part, said Parties of the Third Part hereby sells, conveys and grants unto the Parties of the Fourth Part, his heirs and assigns forever, an undivided one-fourth interest in the well presently located on the property of the Parties of the Second Party as described above.

8. In consideration of the sum of Five Hundred Fifty Dollars ($550.00), receipt of which is hereby acknowledged, and being paid by the Party of the Fourth Part unto the Parties of the Second Part, said Parties of the Second Part hereby sells, conveys and grants unto the Parties of the Fourth Part, his heirs and assigns forever, an undivided one-fourth interest in the well presently located on the property of the Parties of the Second Party as described above.

9. In consideration of the sum of Five Hundred Fifty ($550.00), the receipt of which is hereby acknowledged, and being paid by the Parties of the Fourth Part unto the Party of the First Part, said Party of the First Part hereby sells, conveys and grants unto the Parties of the Fourth Part, his heirs and assignees forever, an undivided one-fourth interest in the water well presently located on the property of the Parties of the Second Part as described above.

10. That following the payments by the Parties of the Fourth Part unto the Party of the First Part and the Parties of the Second Part, and Third Part the well located on the real estate described in Paragraph 2 above to be owned one-fourth by each of the four parties of this agreement.

11. That there is a separate water line on Lot 8 of the Parties of the Second Part

running from the well to the house of the Parties of the Second Part and it shall be the sole responsibility of the Parties of the Second Part to maintain and repair the water line running from the well to the house of the Parties of the Second Part.

12. That there is a separate water line running from the well on Lot 8 of the Parties of the Second Part to the house on Lot 7 of the Party of the First Part and it shall be the sole responsibility of the Party of the First Part to maintain his separate water line; that this separate water line begins on the West side of the well on Lot 8 of the Parties of the Second Part, runs in a Westerly direction 70 feet to the West boundary of Lot 8 of the Parties of the Second Part (also being the East boundary of Lot 7 of the Party of the First Part) then continues, on Lot 7 of the Party of the First Part, in a Westerly direction approximately 42 feet, thence makes a general 90° angle to the right and continues in a Northerly direction approximately 145 feet, thence makes a general 90° angle to the left and continues in a Westerly direction approximately 30 feet where it enters the approximate center of the house on Lot 7 of the Party of the First Part. This said water line varies from 4 feet to 6 feet in depth.

13. There is also a water line running from the well on Lot 8 of the Parties of the Second Part over and across Lot 7 of the Party of the First Part to the house of the Party of the Third Part on Lot 6. It shall be the sole responsibility of the Party of the Third Part to maintain his separate water line and to assist in the maintenance of any joint water line with the Party of the First Part.

14. There is also a water line running from the well on Lot 8 of the Parties of the Second Part over and across Lot 7 of the Party of the First Part and over and across Lot 6 of the Party of the Third Part to the house of the Party of the Fourth Part on Lot 5. It shall be the sole responsibility of the Party of the Fourth Part to maintain his separate water line and to assist in the maintenance of any joint water line with the Party of the First Part and Party of the Third Part.

15. It is further agreed that since the water line running to the house of the Party of the First Part is in the ground and crosses the property of the Parties of the Second Part, the Parties of the Second Part hereby grant to the Party of the First Part the rights of ingress and egress to the maintenance men to come upon and pass and repass over, in person or with equipment, such portions of the Parties of the Second Part's land as is necessary to make repairs, inspections, service or maintain any part of the water system for which the Party of the First Part is responsible so as to keep same in operable condition. It is further agreed that the said land of the Parties of the Second Part shall be returned and restored to its original condition after repair.

16. It is agreed that since the water line running to the house of the Party of the Third Part is in the ground and crosses the property of the Party of the First Part and the Parties of the Second Part hereby grant unto the Party of the Third Part, the rights of ingress and egress to the maintenance men to come upon and pass and repass over, in person or with equipment, such portions of the land of the Party of the First Part and Parties of the Second Part, as is necessary to make repairs, inspections, service or maintain any part of said water system for which the Party of the Third Part is responsible so as to keep same in operable condition. It is further agreed that the said land of the Party of the First Part and Parties of the Second Part so disturbed by any said repairs, inspections, service or maintenance shall be returned and restored to its original condition after repair.

17. It is agreed that since the water line running to the house of the Party of the Fourth Part is in the ground and crosses the property of the Party of the First Part and the Parties of the Second Part and the Party of the Third Part hereby grant unto the Party of the Fourth Part, the rights of ingress and egress to the maintenance men to come upon and pass and repass over, in person or with equipment, such portions of the land of the Party of the First Part and Parties of the Second Part and Party of the Third Part, as is necessary to make repairs, inspections, service or maintain any part of said water system for which the Party of the Fourth Part is responsible so as to keep same in operable condition. It is further agreed that the said land of the Party of the First Part and Parties of the Second Part and Party of the Third Part so disturbed by any said repairs, inspections, service or maintenance shall be returned and restored to its original condition after repair.

18. The cost of any repairs or maintenance necessary for the proper operation of the well itself shall be borne one-fourth by each of the four parties hereto. It is further agreed that prior to any repairs or maintenance to the well, all four of the parties shall agree in advance as to

what parts or maintenance are necessary.

19. Regarding the electric bill, the well and pump and connected items are presently connected to the electric meter of the Parties of the Second Part; the Party of the First Part, Party of the Third Part and Party of the Fourth Part each agree to pay a sum of $20.00 unto the Parties of the Second Part to cover their share of the electrical bill. The parties agree to meet annually in January of each year beginning 2016 at an agreeable time and place and determine the share of the Party of the First Part, Party of the Third Part and Party of the Fourth Part of said electrical bill of the Parties of the Second Part for each respective year, and the said parties shall each immediately pay unto the Second Parties their respective share; if the four parties involved cannot agree on the said prorated amount, a separate meter shall be installed on the pump for an exact determination of the amount of the electrical bill to be paid by each of the parties, the cost of the electrical bill to be paid by each of the parties, the cost of the installation to be borne one-fourth by each of the parties.

20. That this agreement shall be binding indefinitely into the future upon the said parties, their heirs and assigns and will run with the land, the said agreement being binding until the proper documents are filed, in any, cancelling this agreement.

Dated this 26th day of April, 2016.

Michael J. Russell
Party of the First Part

Gary R. Oltrogge

Tamarra Oltrogge
Parties of the Fourth Part

Corey Groth
Party of the Third Part

State of Iowa)
)ss:
County of Delaware)

On this 26th day of April, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael J. Russell, Gary R. Oltrogge and Tamarra Oltrogge, husband and wife, and Corey Groth, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

LAURA S. HALWEG
Commission Number 774916
My Comm. Exp. 9-21-18

Notary Public in and for the State of Iowa

Dated this 7 day of May, 2016.

Chris Lorang

Alisha Stach Lorang
Parties of the Second Part

State of Iowa)
)ss:
County of Delaware)

On this 7 day of May 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Lorang and Alisha Stach Lorang, husband and wife, to me known to be the 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

CARRIE CRANE
COMMISSION NUMBER 732202
MY COMMISSION EXPIRES
1-29-17