WATER WELL AGREEMENT

This Agreement is made between Ronald F. Digmann and Diana L. Digmann (hereinafter referred to as Digmann) who are the owners of the following described real estate situated in Delaware County, Iowa:

> Lot Three (3), except the East twenty seven (27.0) feet thereof, of the Subdivision of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section (4), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P. M., according to plat recorded in Book A Plats, Page 29.

And, Roger A. Paul and Lori J. Paul (hereinafter referred to as Paul) owners of the following described real estate situated Delaware County, Iowa:

> Lot Four (4) and the East 27 feet of Lot Three (3) of Subdivision of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section (4), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M.

Parties acknowledge that both of the above described properties have access to a shared water well located on the Digmann property and that water from the well is currently being piped to the Paul property.

Digmann agrees to furnish water from the well to Paul in consideration of Paul paying to Digmann an amount equal to the minimum monthly residential water rate charged by the City of Hopkinton, Iowa, which is currently is $7.25. Said sum shall be paid by Paul to Digmann in one (1) annual payment on or before January 1, for the following calendar year. In the event the minimum monthly residential water rate as charged by the City of Hopkinton, Iowa, shall be increased during the calendar year, Paul shall pay to Digmann the additional amount owed in accordance with said rate increase.

Digmann reserves the right to place a meter on the well in order to determine the exact number of gallons of water flowing from the well to the Paul property. In the event that such a meter is placed on the well, the parties agree that Paul shall pay to Digmann an amount based on the number of gallons of water used by Paul based on the monthly water rates of the City of Hopkinton, Iowa, which are in effect at that time. The parties agree that the current City rates are $7.25 per month for the use of up to 6,000 gallons, and there is a $1.30 charge per 1,000 gallons for the next 44,000 gallons used and a charge of 50¢ per 1,000 gallons for anything over 50,000 gallons.

Digmann shall be responsible for repair and maintenance of the water well equipment. Paul shall be responsible for the costs of

FILE No. 153-1858
RECORDING FEE $ 10.00
TRANSFER FEE $
FILED FOR RECORD THE 10 DAY OF January 19 92 AT 2:24 O'CLOCK P. M. BOOK 3 PAGE 9
STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
Misc.

repair, maintenance and/or replacement of water pipes leading from the existing well to the Paul property. Paul is hereby granted rights of ingress and egress onto the Digmann property for purposes of repair, maintenance and/or replacement of said water pipes.

Digmann does not warrant the quality or fitness of the water from the well and the parties agree that Digmann shall have no liability for any damages resulting from any use of the water from the well.

This Agreement shall terminate on September 1, 1999 or at an earlier date if agreed to, in writing, by the parties. In the event it become necessary to replace the existing well for reasons of lack of sufficient water pressure, the well becomes dry or if the quality of the water becomes unfit for residential use this Agreement shall terminate at that time and the parties may then negotiate concerning the construction of a new shared well or individual wells.

This Agreement shall be binding on all successors in interest to the parties.

Ronald F. Digmann
RONALD F. DIGMANN

Roger A. Paul Jan 8, 92
ROGER A. PAUL

Diana L. Digmann
DIANA L. DIGMANN

Lori J. Paul Jan 8, 1992
LORI J. PAUL

STATE OF IOWA)
) §
COUNTY OF Jones)

On this 3rd day of January, 1992, before the undersigned, a notary public in and for the State of Iowa, personally appeared RONALD F. DIGMANN and DIANA L. DIGMANN, to me personally known and who did by me being duly sworn on oath, did acknowledge the execution of this instrument to be their voluntary act and deed.

A. N. Strittmatter
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA
A. N. STRITTMATTER

STATE OF IOWA)
) §
COUNTY OF DELAWARE)

On this 8th day of January, 1992, before the undersigned, a notary public in and for the State of Iowa, personally appeared ROGER A. PAUL and LORI J. PAUL, to me personally known and who did by me being duly sworn on oath, did acknowledge the execution of this instrument to be their voluntary act and deed.

Dale J. Mormann
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA
Dale J. Mormann

DALE J. MORMANN
Iowa
NOTARIAL SEAL