WATER, ACCESS AND USE AGREEMENT

This Agreement is made by and between Pamela J. Hargrafen, formerly known as Pamela J. Hook, (hereinafter First Party) and Richard L. Maxfield (hereinafter Second Party) as follows:

WHEREAS, First Party is the owner of the following described real estate in Delaware County to-wit:

> Parcel D, Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-nine (29), Township Eighty-eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, as described in Plat of Survey recorded in Book 7 Plats, Page 43 Delaware County Records;

and

WHEREAS, Second Party is the owner of the following described real estate in Delaware County to-wit:

> Parcel C, Part of the Southwest Quarter (SW 1/4), Northwest Quarter (NW 1/4), Section Twenty-nine (29), Township Eighty-eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, as described in Plat of Survey recorded in Book 7 Plats, Page 43 Delaware County Records and attached Exhibit A;

and

WHEREAS, the above described properties are adjacent to one another and are both served by the same well which is located on property owned by a third party for which First and Second Party desire to establish conditions of use and maintenance; and

WHEREAS, First and Second Party wish to agree on First Party's right of access and use of lake frontage on property owned by Second Party and limit on height of buildings;

For mutual considerations it is therefore agreed as follows:

1. For so long as First and Second Party are acquiring water from a well located on the property of a third party, Second Party shall have the right to use and maintain a water line through the property owned by First Party to supply water to his property including use of the holding tank located on the property of First Party. In the event First or Second Party are denied use of the well located on the property of a third party then this Agreement shall terminate and be of no force and effect.

2. First and Second Party shall share equally in all costs of maintenance and upkeep of the following:

a. The well located on the property of third party as per agreement with third party,

FILE No. 318-896
RECORDING FEE $ 16.00
TRANSFER FEE $
FILED FOR RECORD THE 21 DAY OF September, 1993 AT 9:29 O'CLOCK A M. BOOK 4 PAGE 98
STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

b. The pump located in the well,

c. The water line running from the well to the holding tank located on First Party's property,

d. The holding tank located on First Party's property.

3. Each party shall maintain their respective water lines running from the holding tank to their respective properties.

4. The utility costs for operation of the pump located on the property of a third party shall be borne by First Party and Second Party shall pay to First Party the sum of $8.00 per month for his share of said costs. This amount is intended to reimburse First Party for one-half of the cost of operation of the pump. Every two years from the date of this Agreement, the parties shall review this monthly amount and adjust if necessary to approximate one-half of the actual utility cost of operation of the pump.

5. First Party is hereby granted reasonable access to Lake Delhi over property owned by Second Party. In addition, First Party shall be entitled to reasonable dock space along the shore of Lake Delhi on property owned by Second Party at a location that is reasonably accessible and designated by Second Party. This right of access and dock space shall be perpetual and shall inure to the successors and assigns of First Party.

6. Second Party shall not improve the existing structure nor build any new structures which are more than one story high so as to preserve First Party's view of Lake Delhi.

7. This Agreement shall run with the land and shall inure to the benefit of successors and assigns of both First Party and Second Party.

Pamela J. Hargrafen
Pamela J. Hargrafen

James Hargrafen, spouse

Richard L. Maxfield
Richard L. Maxfield

Subscribed, sworn to, and acknowledged before me by Pamela J. Hargrafen and James Hargrafen, wife and husband, and Richard L. Maxfield this 13th day of Sept, 1993.

NOTARIAL SEAL IOWA WILLIAM D. WERGER 10-6-95

William D. Werger
Notary Public In and For the State of Iowa

EXHIBIT A

Parcel E, Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-nine (29), Township Eighty-eight North (T88N), Range Four West (R4W), of the Fifth Principal Meridian, Delaware County, Iowa, as described in Plat of Survey recorded in Book 7 Plats, Page 43 Delaware County Records.

AND

The real estate lying generally north of the following described real estate to the water front of Lake Delhi and then at right angles extending to the middle of Lake Delhi: That part of the SW¼ of the NW¼ of Section 29, Twp 88 N, R4W of the Fifth P.M., Delaware County, Iowa, described as commencing at the NW corner of the SW¼ of the NW¼ of said Section 29, thence south 0° 54' West 67.7 feet, thence South 33° 06' East 672.6 feet, thence South 57° 00' West 334.0 feet, thence N 87° 06' W 43.8' feet to the point of beginning, thence North 14° 14' W 57.6 feet, thence West 0° 00' a distance of 45 feet, thence South 14° 14' East 57.6' feet, thence East to the point of beginning, subject to the following covenants: 1. Same is subject to the existing flood plain rights and the Grantees shall hold the Grantors harmless with regard to the flooding of the property conveyed. 2. The Grantees and their successors are restricted from changing or altering lake frontage without the written permission of the Lake Delhi Recreation Association, Inc., as set forth in a Quit Claim Deed between the Lake Delhi Recreation Association, Inc., and Jackie McDonald and Mickey McDonald, Husband and Wife, dated August 4, 1978, and recorded August 8, 1978, in Book 104 at page 68, of the records of Delaware County Recorder;

AND

The real estate lying generally north and west of the following described real estate to the water front of Lake Delhi and then at right angles extending to the middle of Lake Delhi: That part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Twenty-Nine (29), Township Eighty Eight (88) North, Range Four West (R4W) of the Fifth (5th) P.M., Delaware County, Iowa described as commencing at the Northwest corner of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of said Section Twenty-Nine (29), thence South 0° 54' West 67.7 feet, thence South 33° 06' East 672.2 feet, thence South 57° 00' West 334.0 feet, to the point of beginning, thence North 87° 06' West 43.8 feet, thence North 14° 14' West 57.6 feet, thence North 54° 28' East 34.5 feet, thence North 13° 58' East 63.7 feet, thence North 58° 58' East 84.5 feet, thence Southeasterly along a curve on the centerline of County Road X31, 174.4 feet concave Northeasterly with a radius of 881.5 feet and with a long cord described as South 45° 18' East 174.1 feet, thence South 41° 34' West 72.0 feet, thence South 60° 34' West 59.6 feet, thence North 34° 04' West 71.6 feet, thence South 48° 36' West 56.2 feet to the point of beginning, said parcel containing approximately .63 acres. The North line of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of said Section Twenty-Nine (29) is assumed to bear due East and West, along with the perpetual usage to the waters edge, subject to the following covenants: 1. Same is subject to the existing flood plain rights and the Grantees shall hold the Grantors harmless with regard to flooding of the property conveyed. 2. The Grantees and their successors are restricted from changing or altering lake frontage without the written permission of the Lake Delhi Recreation Association, Inc., pursuant to restrictions contained in a Quit Claim Deed between Lake Delhi Recreation Association, Inc., and Jackie McDonald and Mickey McDonald, Husband and Wife, dated August 4, 1978, and filed of record August 8, 1978, in Book 104, at page 69 of the records of the Delaware County Recorder.