WATER SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this 21st day of June, 1994, between MID COUNTY WATER, INC., an Iowa Corporation, hereinafter referred to as Contractor, and CONRAD M. DUNN and ROBERT H. ENGELKEN, hereinafter referred to as Owners.

WHEREAS, the Owners are developing a subdivision in Delaware County, Iowa, to be known and designated as set forth on the attached plat marked Exhibit "A" and by this reference made a part thereof,

WHEREAS, the Owners intend to arrange for a central water supply for the subdivision to supply the water needs of the owners of the lots in the subdivision,

WHEREAS, the Contractor desires to provide such water service for the subdivision,

6-215

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

1. COVENANT. This Agreement shall constitute a covenant running with the property described in Exhibit "A" attached and is made to the benefit of the parties hereto and the present and future lot owners in such subdivision, their heirs, administrators, executors, successors in interest and assigns.

2. WELL AND EASEMENTS. The Contractor shall drill a well or wells at the site described on Exhibit "A" attached hereto and made a part hereof by this reference. The Owners grant to the Contractor and their successors and assigns a perpetual easement for ingress and egress over the property described in said Exhibit "B" to service, maintain, and replace the well or wells, plant, chemical treatment facilities, if any, storage and distribution facilities and the water mains and lateral lines already constructed or to be constructed within the easements shown on the subdivision plat attached as Exhibit "A". It is further provided that the Owners hereby grant temporary construction easements ten feet on either side of the existing easements shown in Exhibit "A" for the initial installation of the water service within those easements.

FILE No. 46-3868
RECORDING FEE $ 46.00
TRANSFER FEE $
FILED FOR RECORD THE 23 DAY OF June, 1994 AT 12:29 O'CLOCK P M. BOOK 5 PAGE 19
STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

3. SUPPLY OF WATER. Upon completion of the well or wells, plant, chemical treatment facilities, if any, storage and distribution facilities and water mains, the Contractor agrees to supply the owners of the subject lots who have paid the connection fee as provided in Exhibit "C" which is attached hereto and made a part hereof at least 200 gallons of water per day. Subject to the provisions of paragraph 8 below, the water shall be satisfactory for domestic use under adequate pressure at the tap or water outlets. Such water shall meet the quality and purity tests recommended by the "Public Health Drinking Water Standards" as promulgated by the United States Department of Health. The Contractor shall keep records of all tests conducted in connection with the water system and the records shall be available for inspection by the State Department of Health of the State of Iowa and the owners of the premises that are connected to the water system. The Contractor shall have the water analyzed as frequently as is required by the State Department of Health of the State of Iowa.

4. MAINTENANCE OF WATER SYSTEM. The Contractor shall maintain the water system at all times in good order and repair so that satisfactory service may be supplied to the lot owners who have connected to the water system.

5. EXCLUSIVE RIGHT TO PROVIDE WATER. The Contractor shall have the exclusive right to provide water to the lots in the property described in the attached Exhibit "A". None of the owners of the lots in said addition shall have the right to drill a well and provide their own water service as long as this agreement is in effect.

6. CONNECTION TO WATER SYSTEM. The Contractor shall on request of the owner of any lot in the subdivision within 30 days after written request, but not during the months of January through March, install water service lines from the water mains to the owner of any lot in the property described in Exhibit "A", upon the Contractor receiving payment of a connection fee in the amount set forth in Exhibit "C". The connection fee shall be paid to the Contractor before the Contractor shall be required to

turn on the water service to any lot.

7. WATER RATES. The Contractor shall be permitted to install a water meter in or near any dwelling on each of the lots on the property described in Exhibit "A". The fees for water used shall be paid monthly in accordance with the initial rate schedule set forth in Exhibit "D" which is attached hereto and made a part hereof by this reference. The rate schedule shall not exceed the water rates in existence in the City of Hiawatha, Iowa, and such rates may be raised or lowered by Contractor from time to time in accordance with the water rates set by the City of Hiawatha, Iowa, for its residents.

8. HARD WATER AND OTHER WATER TREATMENTS. Contractor shall not be responsible for providing soft water or for reducing the mineral and iron content of the water used in the water system. Moreover, Contractor shall not be required to treat the water to cause it to meet the testing described in paragraph 3 hereof. However, if water provided fails to meet said tests, Contractor shall have a reasonable time to correct the situation and cause the water quality to pass said tests. If Contractor determines not to attempt to correct the problem by treatment or otherwise, it shall notify the affected lot owners immediately, in writing, of said decision and the situation shall be deemed an "unforeseen circumstance" and the provisions of paragraph 9 shall become operative.

9. UNFORESEEN CIRCUMSTANCES. The Contractor shall be excused from performing the terms of this water service agreement in the event it becomes impossible for him to perform the terms of this agreement through the failure of the underground water supply or quality thereof, the adoption of unduly restrictive regulations by the Federal, State , County, or City governments, their agencies or departments or through acts of God, civil riots, insurrections or wars. In such event this water service agreement shall terminate and the pumps, pipes, plant, chemical treatment facilities and storage distribution facilities shall be sold to the owners of the lots in the property described in Exhibit "A", if it is feasible to continue to operate the water

system, then the Contractor shall have the right (but shall not be required) to, at his own expense, salvage so much of the water service equipment and lines as the Contractor deems advisable. If the water system is sold to the lot owners, and the lot owners and Contractor are unable to reach a mutual agreement as to the sale price, then the lot owners as one group shall appoint one Appraisers and the Contractor shall appoint another Appraiser and the two Appraisers shall agree upon the sale price. In the case the two Appraisers cannot agree, they shall select a third Appraiser who shall be a licensed engineer. The three Appraisers when duly appointed shall hear the evidence of the lot owners and the Contractor and other witnesses and do all things fully and completely to enable them to arrive at a fair sale price. Once the decision is reached, that decision shall be final and binding upon the lot owners and the Contractor and their successors, heirs, personal representatives, and assigns. The appointment of the two Appraisers by the lot owners and the Contractor shall be made within three business days after it is determined that they are unable to agree on the sale price of the water system. Thereafter, the Appraisers shall render their decision within five business days after said appointment.

10. UNENFORCEABLE PROVISIONS. If any portion of this agreement is determined by a Court to be illegal or unenforceable, then this agreement shall be renegotiated within twenty days so as to provide just and equitable terms between the parties and their successors and assigns at that time. In the event that the owners of the lots in the property described in Exhibit "A" and the Contractor are not able to renegotiate this agreement within said twenty-day period, the the parties shall be bound by the remedies provided in paragraph 9 herein.

11. WAIVER. Waiver by either party or any lot owner in the property described in Exhibit "A" of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

12. CONSTRUCTION. Words and phrases herein shall be construed as singular or plural, and as masculine , feminine or

neuter gender according to the intent of this agreement. The word "Owner" as used in this agreement shall include, in addition to the parties signatory hereto as such, the fee titleholder of a lot or a contract purchaser of a lot with the fee titleholder's written consent and their respective personal representatives, heirs, successors in interest and assigns.

13. BANKRUPTCY OR INSOLVENCY OF CONTRACTOR. In the event the Contractor is adjudicated a bankrupt or in the event of a judicial sale or other transfer of the Contractor's interest in this contract by reason of bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten days from the giving of notice thereof by any lot owner in the property described in Exhibit "A", then and in any such events, the majority of the lot owners of the property described in Exhibit "A" may, at their option, immediately consider such event an unforeseen circumstance and proceed under the provisions of paragraph 9 herein.

14. ADDITIONAL PROVISIONS. See Exhibits D, E, and F attached hereto and by this reference made a part of this agreement as if the same were set out in full and verbatim herein.

MID COUNTY WATER, INC.

By: Kenneth T. Greiner
Kenneth T. Greiner, Its President

Attest: Jeanette A. Greiner
Jeanette A. Greiner, Its Secretary

OWNERS:

Conrad M. Dunn
Conrad M. Dunn

Robert H. Engelken
Robert H. Engelken

STATE OF IOWA)
)SS
COUNTY OF LINN)

On this 2nd day of June, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kenneth T. Greiner and Jeanette A. Greiner to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of MID COUNTY WATER, INC.; that no seal has been procured by the said Corporation; that said instrument was signed on behalf of said Corporation by authority of its Board of Directors; and that the said Kenneth T. Greiner and Jeanette A. Greiner as such Officers, acknowledge the execution of said instrument to be the voluntary act and deed of said Corporation by it and by them voluntarily executed.

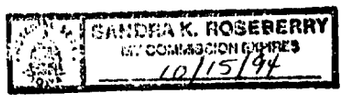
NOTARIAL SEAL MILO ... MY COMM. ... EXPIRES Feb 20 1997

Milo Vick
Notary Public in and for the State of Iowa

STATE OF IOWA)
)SS
COUNTY OF LINN)

On this 2nd day of June, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Conrad M. Dunn and Robert H. Engelken, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that the

executed that same as their voluntary act and deed.



Sandra K Roseberry
Notary Public in and for the State of Iowa

EXHIBIT "C"

Connection fee for water service hook-up from main to premises per lot is ($2,000.00) Two thousand and no/100 dollars, to be paid to MID COUNTY WATER, INC.. Hook-up is to be done only by GREINER WELL SERVICE, INC., and is to be paid by lot owner. There will be an additional charge of ($2.00) Two and no/100 dollars, per foot for any digging over 100 feet, measured from the water main to the residence. Above connection fee is good until December, 1997, after which time said fee shall be renegotiated.

EXHIBIT "D"

Customer will be billed every (2) two months, there is a minimum charge of $4.20 for the first 1000 gallons in any billing period. There after the charge is $1.53 per 1000 gallons used. Water rates will be raised and lowered according to the City of Hiawatha.

EXHIBIT "E"

If OWNERS builds on lot hook-up fee waivered.

EXHIBIT "F"

Lot owners will be completely liable for frozen water lines were ground has been removed from above the water mains and lines. There will be a service charge to locate, fix, lower or raise any curb boxes. Curb boxes must be visible after yard has been seeded.

EXHIBIT "G"

There will be an additional charge of ($100.00) One hundred and no/100 dollars, if GREINER WELL SERVICE, INC., is not notified before basement walls are poured and water line is not marked with a stake where water line is to come into basement.

EXHIBIT "H"

If necessary OWNER will install a culvert and rock for well maintenance after well is completed.

232-1308
DELAWARE COUNTY IOWA
FILED

LAKEVIEW ESTATES FIRST ADDITION TO DELAWARE COUNTY, IOWA

OCT 26 AM 9 09
BOOK 6 PAGE 215
RECORDER
$45.00
HANGING FILE A-61

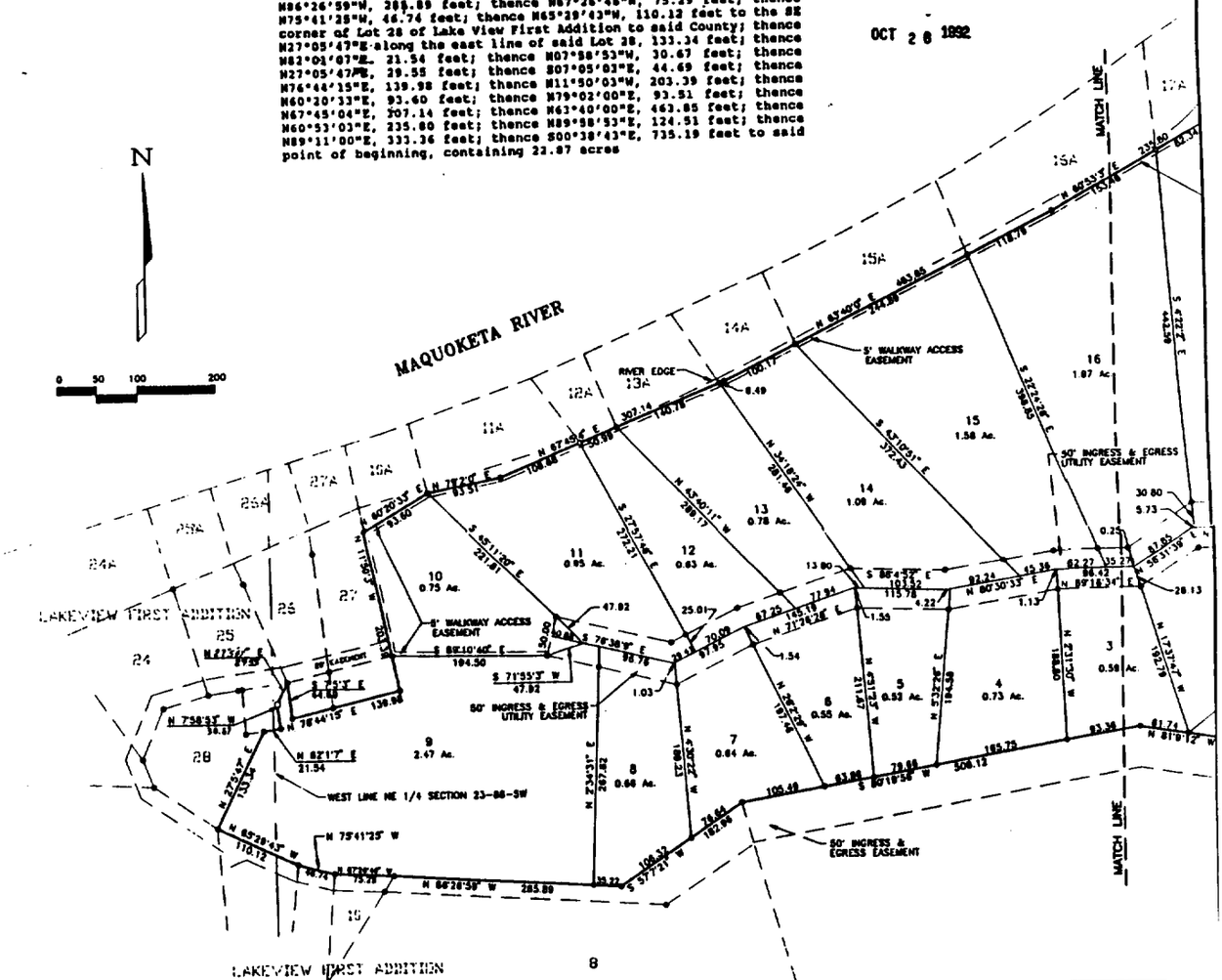
FILED
Date 10-26-92
County Auditor

FILED
DELAWARE COUNTY AUDITOR
OCT 26 1992

LEGAL DESCRIPTION

A part of Section 23-T88N-R5W of the 5th P.M., Delaware County, Iowa described as follows:

Commencing as a point of reference at the E 1/4 corner of said Section 23; thence N89°37'53"W along the south line of the NE 1/4 of said Section 23, 999.81 feet; thence N00°38'43"W, 577.03 to the point of beginning; thence S89°48'27"W, 31.01 feet; thence N71°31'07"W, 122.42 feet; thence N48°42'47"W, 20.01 feet; thence S59°25'39"W, 226.73 feet; thence N81°09'12"W, 221.22 feet; thence S80°19'56"W, 508.12 feet; thence S57°07'21"W, 182.96 feet; thence N86°26'59"W, 285.89 feet; thence N67°26'46"W, 75.29 feet; thence N75°41'25"W, 46.74 feet; thence N65°29'43"W, 110.12 feet to the SE corner of Lot 28 of Lake View First Addition to said County; thence N27°05'47"E along the east line of said Lot 28, 133.34 feet; thence N82°01'07"E, 21.54 feet; thence N07°58'53"W, 30.67 feet; thence N27°05'47"E, 29.55 feet; thence S07°05'03"E, 44.69 feet; thence N76°44'15"E, 139.98 feet; thence N11°50'03"W, 203.39 feet; thence N60°20'33"E, 93.60 feet; thence N79°02'00"E, 93.51 feet; thence N67°45'04"E, 207.14 feet; thence N63°40'00"E, 463.85 feet; thence N60°53'03"E, 235.80 feet; thence N89°58'53"E, 124.51 feet; thence N89°11'00"E, 333.36 feet; thence S00°38'43"E, 735.19 feet to said point of beginning, containing 22.87 acres



CONTRACT HOLDERS:
CONRAD M. DUNN
ROBERT H. ENGELKEN
IOWA AT FRANKLIN STREET
CENTER POINT, IA 52213
(319)849-2200

OWNERS: DAVID AND MIDGE BOYCE
ROBERT H. AND GERALDINE REPASS

Total area in SE 1/4 NE 1/4 = 5.53 acres.
Total area in SW 1/4 NE 1/4 = 17.20 acres.
Total area in SE 1/4 NW 1/4 = 0.14 acres.

SHEET 1 | SHEET 2

SURVEYORS: Ament Engineering, Inc.
735 Robins Road
Hiawatha, Iowa 52233
378-1401

REGISTERED LAND SURVEYOR
STEPHEN MICHAEL BRAIN
9647
IOWA

I hereby declare that this plat, survey, or report was made by me or under my direct personal supervision and that I am a duly registered Land Surveyor under the laws of the State of Iowa.
Signed: Date: 4-9-92
Stephen Michael Brain, P.E., L.S. Iowa Reg. No. 9647

NOTE: All measurements in feet and decimals thereof.
Total area of plat = 22.87 acres

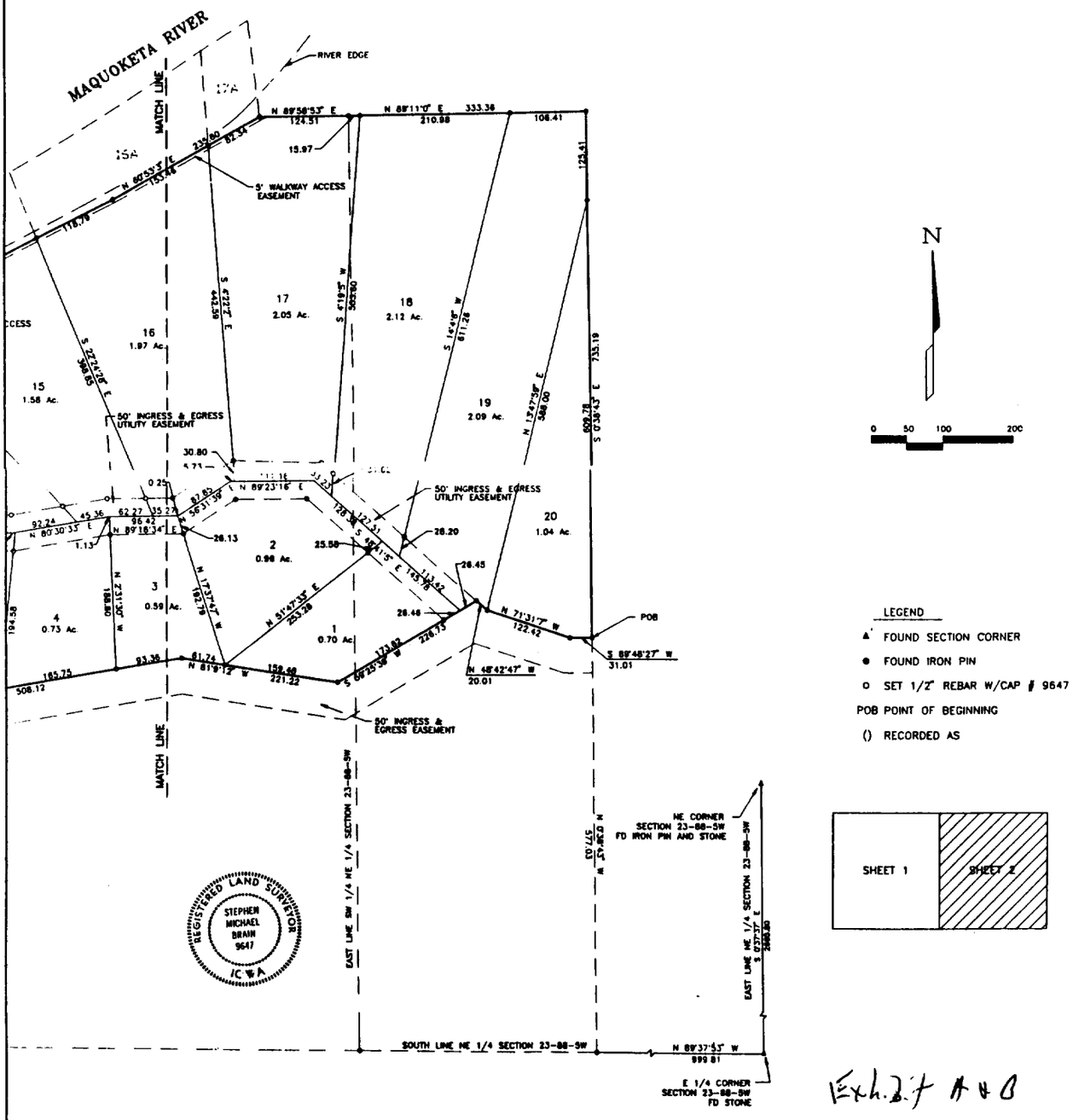
Exhibit A-8

Date of Survey: 4-9-92

Project No	Title		Drawn	Checked	Reviewed	Book	Scale	No	Revision	Date
00432-18	FINAL PLAT LAKEVIEW ESTATES FIRST ADDITION	AMENT ENGINEERING, INC. HIAWATHA, IOWA	RRW	SMB	3/11/92	128	1" = 100'			

FILE No. 232-1308 | FILED FOR RECORD THE 26 DAY OF October 19 92 AT 9:09 O'CLOCK A.M. BOOK 6 PAGE 215 | STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 45.00 | Jane A. Lloyd, Recorder
TRANSFER FEE $ | By Plats A-61, Deputy

LAKEVIEW ESTATES FIRST ADDITION TO DELAWARE COUNTY, IOWA



LEGEND

- ▲ FOUND SECTION CORNER
- ● FOUND IRON PIN
- o SET 1/2" REBAR W/CAP # 9647

POB POINT OF BEGINNING

() RECORDED AS

SHEET 1 | SHEET 2

Exh. 2 f A & B

Project No.	Title		Drawn	Checked	Reviewed	Book	Scale	No.	Revision	Date
00432-1B	FINAL PLAT LAKEVIEW ESTATES FIRST ADDITION	AMENT ENGINEERING, INC. HIAWATHA, IOWA	RRW	SMB	3/11/92	128	1" = 100'			