Jill Mack
F+M/ER Realty

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DELAWARE COUNTY IOWA
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Thomas J. Hanson 401 East Main Street Manchester 927-5920

ROAD MAINTENANCE AGREEMENT AND WELL AGREEMENT

THIS AGREEMENT entered into this 13th day of October, 1997, by, between, and among all the owners of the lots located in Oak Park Subdivision according to Plat recorded in Book 4 Plats, Page 11; same being a part of the North One-Half (N 1/2) of the Southeast Quarter (SE 1/4) of Section Seventeen (17), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M. The owners of said lots and the parties to this Agreement are as follows:

Lot No.	Name of Owner
Lot 1	Richard T. Wheeler and Josephine A. Wheeler, husband and wife
Lot 2	Donald D. Grimm and Linda L. Grimm, husband and wife
Lot 3	Vance V. Knutson and Linda L. Knutson, husband and wife
Lot 4	Michael V. Nall and Mary A. Nall, husband and wife
Lot 5	Gary G. Grimm and Nancy A. Grimm, husband and wife
Lot 6	Steve R. Reinig and Rose A. Reinig, husband and wife

WHEREAS, the undersigned wish to enter into a Road Agreement with regard to the roadway leading from the County Road to the Subdivision and serving as access to all lot owners;

AND WHEREAS, the parties further wish to enter into a well agreement regarding a well which is located on Lot 2 and provides water for all of the lots in the Subdivision;

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be gained by the parties, they agree as follows:

1. The owners of all the lots in the Subdivision shall be responsible for the maintenance and upkeep of the roadway and the maintenance and upkeep of the well located on Lot 2 according to the terms and conditions of this Agreement.

2. The cost of maintenance and upkeep of the roadway, including snow removal, shall be shared equally among the lot owners. In addition, the cost of all expenses for operating and repairing the well shall be shared equally by the lot owners. In addition, the cost of replacing the well if it becomes necessary, shall also be shared equally by the lot owners.

3. The owners of the developed lots in the Subdivision shall meet annually between January 1 and March 31 and designate one owner to act as agent for the others in contracting for necessary maintenance, upkeep and snow removal of the roadway. Said agent shall also be responsible for the payment of all electrical bills for the well and providing for any repair or replacement of the well. Said agent shall be responsible for apportioning the cost among the lot owners, provided however, that the lot owners may agree to a monthly assessment to be paid to the agent which shall be used to pay the cost of maintenance, upkeep and snow removal of the road, and pay the electrical costs and expense of repair costs for the well. Special meetings of the owners of the lots of the Subdivision may also be called by the agent, or by the owners of at least two lots. Notice of any Annual or Special Meeting shall be mailed or hand delivered to each developed lot owner at least ten (10) days prior to such meeting by the agent. Any action to assess the lot owners shall require the affirmative vote of at least four (4) lot owners, with the owners of each lot being entitled to one vote.

4. Any major improvements to the roadway for the Subdivision must be approved by the owners of at least five of the lots in the Subdivision. In the event of the affirmative vote by the owners of five lots, the cost of any major improvements to the roadway shall be split equally amongst the lot owners with the lot owners each paying one-sixth of the cost of said improvements.

5. Any party to this Agreement who fails to pay their proportionate share of the cost of any repair, maintenance, upkeep or permanent improvement provided for in this Agreement shall be liable to the remaining owners of the lots. Any amounts unpaid after thirty (30) days of the date of assessment shall be collected by the agent as representative for all the parties of this Agreement. Any amount that remains unpaid more than thirty (30) days after written demand by the agent shall constitute a lien against the lot owner's property. Said lien shall be established by filing an Affidavit with the Delaware County Recorder by the designated agent. Said amount may, thereafter, be collected by the designated agent on behalf of all the developed lot owners who shall also be entitled to recover reasonable attorney fees and court costs incurred in collecting said amounts.

6. This Agreement shall run with the land and be binding upon the parties, hereto, their heirs, successors and assigns.

Richard T. Wheeler

Josephine A. Wheeler

Donald D. Grimm

Linda L. Grimm

Vance V. Knutson

Linda L. Knutson

Michael V. Nall

Mary A. Nall

Gary G. Grimm

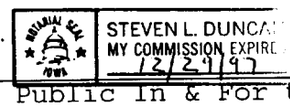
Nancy A. Grimm

Steve R. Reinig

Rose A. Reinig

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

This 13th day of October, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael V. Nall and Mary A. Nall, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Steven L. Duncan Notary Public In & For the State Of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

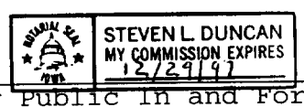
This 13th day of October, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gary G. Grimm and Nancy A. Grimm, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Steven L. Duncan Notary Public In & For the State Of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

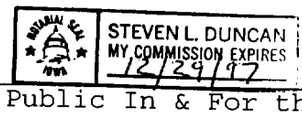
This 13th day of October, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steve R. Reinig and Rose A. Reinig, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Steven L. Duncan Notary Public In and For the State Of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

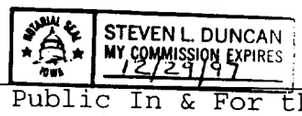
This 13th day of October, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard T. Wheeler and Josephine A. Wheeler, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Steven L. Duncan Notary Public In & For the State Of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

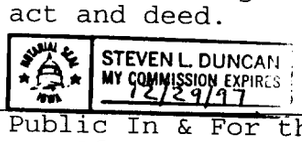
This 13th day of October, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donald D. Grimm and Linda L. Grimm, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Steven L. Duncan Notary Public In & For the State Of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

This 13th day of October, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Vance V. Knutson and Linda L. Knutson, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Steven L. Duncan Notary Public In & For the State Of Iowa