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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
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Prepared by David Krambeck 27226 218th St. Earlville, Iowa

WELL AGREEMENT

Timbergate Association Homeowners
By: David A. Krambeck
27226 218th Street
Earlville, Iowa 52041
319-923-2054

Dated: July 7, 1998
To be filed by July 10, 1998

On this 6th day of April, 1998 it is agreed between existing Timbergate Association Homeowners, referred to as joint well users, to adhere to the following regulations.

(1) There will be no additional waterline hookups to well, other than Lot# 9 of Plot #1, unless The State of Iowa prohibits one more addition.

(2) The existing nine homeowners may remain on said well as long their well agreement remains in tact.

(3) Joint well users are individually responsible for maintenance, repair, or replacement of waterline from well to house and any damage that may incur during that maintenance.

(4) All utility bills shall be equally divided among joint owners and to be collected by one appointed individual, as they have been in the past. If anyone wishes to install a water meter on their property, it shall be done at homeowners expense.

(5) All maintenance expenses for improvements of the well. pump, pressure tank, or replacement thereof shall be equally divided by joint well users.

(6) Any water purity or life testing, agreed upon by all joint well users, shall be equally divided among users.

(7) Joint well users, and Timbergate Association will not guarantee the water from well to be free of pollution, high bacteria count or other quality that may be detrimental to health. It is the responsibility of the joint well users to monitor and pay for such testing, if agreed upon by all joint well users.

(8) No in-ground irrigation systems shall be allowed to draw from such multi-lot well water system.

(9) No above ground or in-ground pool or spa with capacity in excess of 500 gallons, shall be installed or used upon any lot participating in shared water system, unless consented to in writing by all existing joint well users.

(10) This agreement is binding on the heirs, assignees and successors of interest of each of parties, referred to as joint well users in this document.

(9) No above ground or in-ground pool or spa with capacity in excess of 500 gallons, shall be installed or used upon any lot participating in shared water system, unless consented to in writing by all existing joint well users.

(10) This agreement is binding on the heirs, assignees and successors of interest of each of parties, referred to as joint well users in this document.

(11) Timbergate Association is negated from all responsibility and future use of existing well, located on Plot #1, Lot #9 easement.

Existing Joint Well Users Are As Follows: Signed and agreed upon April 20, 1998

David and Karen Krambeck
27226 218th St.
Earlville, Ia. 52041
Karen Krambeck

Gary and ~~Marylynn Altoff~~ Marilyn Althoff
27376 217th St.
Earlville, Ia. 52041
Gary A Althoff
Marilyn Althoff

Pat and Kathy Krapfl
27196 217th St.
Earlville, Ia. 52041
Pat J. Krapfl
Kathy Krapfl

Art and Carol Raithel
27171 217th St.
Earlville, Ia. 52041
Carol Raithel
Arthur Raithel

Lennie and Linda Lewin
27110 217th St.
Earlville, Ia. 52041
Lennie Lewin
Linda Lewin

Linda Fangmann
27201 217th St.
Earlville, Ia. 52041
Linda Fangmann

Tim and Karen Gravel
27022 217th St.
Earlville, Ia. 52041
Tim Gravel
Karen Gravel

David and Mary Pasker
27223 217th St.
Earlville, Ia. 52041
Darrell Pasker
David A Pasker

Loren and Ann Dietrich
27050 217th St.
Earlville, Ia. 52041
Loren R Dietrich
Ann L Dietrich

NOTARIAL SEAL IOWA
ELAINE M. DIESBURG
MY COMMISSION EXPIRES
1-19-2001

Elaine M. Diesburg

Foregoing
THE ~~PXXXXXXXX~~ PEOPLE HAVE PERSONALLY APPEARED BEFORE ME, AND EXECUTED THIER SIGNATURES. ON 4-20-98. 4/20/98