Marianne Gelski
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Manchester IA
52057

DELAWARE COUNTY IOWA
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DEBORAH L. HERTON
DELAWARE CO. RECORDER
31.00

Prepared BY: Hugo C. Burdt, 417 First Ave. SE STE 101, Cedar Rapids, IA 52401
319-366-8016

EASEMENT, WELL, AND WATER SERVICE AGREEMENT

This Agreement is entered into this 8 day of December, 2003, by and among Children on First, Inc. and David A. Gelski and Marianne M. Gelski ("Gelskis") with reference to the following:

RECITALS

A. Children on First, Inc. owns that certain property, more particularly described as:

LOT 1,2 and 3 BULICEK'S FIRST ADDITION IN DELAWARE COUNTY, IOWA, A SUBDIVISION OF PART OF LOT THREE (3) OF STONE'S FOURTH ADDITION TO DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 2003, PAGE 5510.

(the "Property").

B. Children on First, Inc. ("Developer") intends to convey Lot 1 of Buliceks's First Addition in Delaware County, Iowa to the Gelskis and provide the Gelskis and subsequent purchasers of the Lot access to the well now existing on Lot 2 of Bulicek's First Addition in Delaware County, Iowa ("Lot 2") and subject to the terms and provisions of this Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Lot 2 is the servient estate upon which the present well exists, and the remainder of the Lots are the dominant estate involved in this Agreement

2. Developer grants to the Gelskis, and subsequent purchasers of Lot 1, the right to connect at their expense to the main supply of water to the Subdivision on Lot 2; and to receive a water supply from the water system, for residential use only, at a reasonable annual expense charge, payable in advance, determined at this time by the parties to be $80.00 per annum commencing upon their utilization of the well and subject to review annually thereafter by Developer, however, the rate shall not exceed that charged by the City of Manchester, Iowa

3. Expense of upkeep and maintenance of the system, except for any lines, equipment and apparatus from the main line and in on each

individual lot, shall be the responsibility of Developer and Developer shall be entitled to assess each and to collect by all legal means, including law and equity, all costs therefor from the dominant estates. Under any circumstance, the Developer shall not be responsible for the performance of any work regarding installation and/or repairs and maintenance of any feeder lines for each lot in the Subdivision; and shall only be responsible for the main well, pump, water main, and accessories upon Lot 2. Lot owners covenant and agree to maintain at their own expense all of their water lines, outlets, faucets, apparatus and accessories in such a state that there will be no waste of water supplied and/or waste of water to the Subdivision.

4. There is hereby created and established on the servient estate a temporary construction easement (25) twenty five feet wide on the center of the existing manhole for the well on Lot 2, with reasonable right of ingress and egress, as established by Developer, (10) feet wide, over, upon, across and under the EASTER ly ten feet of Lot 2 for the purpose of installation of water service and, in addition, a perpetual easement for the purpose of connection to the water system.

5. Developer 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, Developer shall not be required to treat the water to cause it to meet the quality and purity tests recommended by the "Public Health Drinking Water Standards" as promulgated by the United States Department of Health. However, if water provided fails to meet said tests, Developer shall have a reasonable time to correct the situation of water quality, if Developer so chooses to do so. If Developer determines not to attempt to correct the problem by treatment or otherwise, it shall notify the affected Lot owners, in writing, of said decision and the situation shall be deemed an "Unforeseen Circumstance" and the provision of paragraph 6 shall become operative.

6. Developer shall be excused from performing the terms of this Agreement in the event it becomes impossible for it to perform the terms of this Agreement through the failure of the underground water

supply or quality thereof, the adoption of restrictive regulations by the Federal, State, County or City governments, their agencies or departments or through acts of God, civil riot, insurrection or war. ("Unforeseen Circumstance")

7. Notices. All written notices and demands of any kind which either party may be required or desire to serve on the other in connection with this Agreement may be served (as an alternative to personal service) by registered or certified mail. Any such notice or demand so served by registered or certified mail shall be deposited in the United States Mail with postage thereon duly prepaid and addressed to the parties so to be served as follows:

If to the Developer:
Children on First, Inc.
Attn: Gregory C. Bulicek, President
26235 212th Avenue
Delhi, IA 52223

If to the owner of Lot 1:
David A. Gelski and Marianne M. Gelski

Service of any such notice or demand so made by mail shall be deemed complete on the date of actual delivery as shown by addressee's registry or certification receipt. Either party hereto may from time to time, by notice in writing served upon the other as aforesaid, designate a different mailing address or a different person to which all such notices or demands are thereafter to be addressed.

8. Integration. This Agreement constitutes the entire agreements between the parties hereto with respect to the subject matter hereof, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement shall be amended or supplemented except by an agreement in writing signed by the party or parties to be bound thereby.

9. Invalidity. If any of the provisions of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement by the application of such provision or provisions to person or circumstances other than those to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Successors. All of the terms and provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. This Agreement shall be deemed a covenant running with title to the land, however, may be released by agreement between Developer and Lot owner and filed in the records of the Deleware County Recorder.

11. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Iowa applicable to contracts made and to be performed wholly within such State, and without regard to the conflicts of laws principles thereof.

Children on First, Inc.

by _____
Gregory C. Bulicek, President

_____
David A. Gelski

_____
Marianne M. Gelski

STATE OF IOWA)
) ss.
COUNTY OF LINN)

On this 8 day of December, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gregory C. Bulicek to me personally known. Who being by me duly sworn, did say that he is the President of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by the authority of its Board of Directors; and that the said Gregory C. Bulicek as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Notary Public in and for
State of Iowa

LEW EELLS
Commission Number 156751
My Commission Expires
July 6, 2005

STATE OF IOWA)
) ss.
COUNTY OF LINN)

On this 8 day of December, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David A. Gelski and Marianne M. Gelski, known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for
State of Iowa

LEW EELLS
Commission Number 156751
My Commission Expires
July 6, 2005