DELAWARE COUNTY IOWA
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BOOK 2001 PAGE 2828
DEBORAH L. FERRAY
DELAWARE CO. RECORDER
20.00

William D. Werger 401 East Main Manchester (563) 927-5920
Preparer Information

NOB HILL WELL AGREEMENT

THIS AGREEMENT is made by and between the undersigned owners of the following described parcels:

Parcel 1: Owners: Donald D. Wiley and Theresa M. Wiley

Legal Description

Parcel K, a part of Zamboanga Avenue, Clair View Acres, Section Twenty-three (23) and Section Twenty-six (26), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian as shown in Plat of Survey as recorded in Book 8 Plats, Page 39, Delaware County Recorder's Office.

Lot 5 of Lot 107 in "Clair View Acres at Delhi, Iowa", in Sections 23 and 26, Milo Township, Delaware County, Iowa, according to the recorded plat thereof.

Parcel 2: Owners: Howard L. Mottet and Jo Ann Mottet

Legal Description

Parcel J of part of Zamboanga Avenue, Clair View Acres, Section Twenty-three (23) and Section Twenty-six (26), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, as recorded in Book 7, Pages 125 & 127, Delaware County Recorder's Office.

Lot 105 according to the Plat of Clair View Acres at Delhi, Iowa, in Section 23 and 26, Milo Township, Delaware County, Iowa as prepared by Bartels, McMahan, LeMay, Haas and Baule Engineering Company dated June 6, 1970, as filed in Delaware County Recorder's Office.

Lot One Hundred Twenty (120) of "Clair-View Acres at Delhi, Iowa" Section Twenty Three (23) and Twenty six (26), Milo Township, Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 200

Parcel 3: Owners: Lance Lange and Kathy Hiler

Legal Description

Lot 6 of the Plat of the Subdivision of Lot 107 in Clair-View Acres at Delhi, Iowa, in Sections 23 and 26, Milo Township, Delaware County, Iowa , according to plat recorded in Book 6, Page 96.

WHEREAS a well is located on Parcel 1 which was constructed by Donald D. Wiley and Theresa M. Wiley;

WHEREAS the Wileys are agreeable to allowing permanent use of the well by the owners of Parcels 2 and 3;

WHEREAS the parties desire to set forth their agreement regarding fees, expenses, repairs and utility costs for the operation of said well;

IT IS THEREFORE AGREED as follows:

1. The owners of Parcel 2 and 3 shall have the right to use the well and pump located on Parcel 1 and shall be entitled to maintain a water line from their respective parcels to said well and pump. Parcel 2 currently has one permanent home and one trailer that shall be considered one unit for this agreement. If other portions of Lot 120 are subdivided for separate residences, those lots would not be covered under this agreement.

2. Each property owner shall be assessed annually an amount necessary to pay operating costs for the well and pressure tank and retain a maintenance reserve of $1,000. The initial annual fee will be $150 per household. $100 of that will be set aside in a reserve to be used only for maintenance and repair of the well, pump and pressure tank. $50 will be used for utility costs. Each year thereafter each of the owners will contribute $50 for utilities, until and unless the parties agree that the amount paid should be higher or lower to cover the necessary costs of operation. The parties will continue to be assessed $100 per year for the maintenance reserve until $1,000 has been accumulated. Thereafter the parties will be assessed only that proportionate amount necessary to bring the reserve account to $1,000.

3. The expenses of repair and maintenance of the well, pump and pressure tank will be paid out of the maintenance reserve.

4. The parties agree that the electric bill for the pump shall be maintained with a separate meter by the owner of Parcel 1. During the months of April through October, the utility bills will be shared equally by the three parcel owners and paid out of the joint fees assessed for that purpose. During the months of November through March the owners

of Parcel 3 shall pay the utility bill directly in full or reimburse the fee account for the cost of electricity during those months. If the owners of Parcel 1 or Parcel 2 change from seasonal use to year-round use, they shall share proportionately with the owners of Parcel 3 the utility costs during the months of November through March.

5. In the event the well becomes unusable at any time in the future, this Agreement shall terminate and all parties shall be free to construct their own well or to contract together to construct a replacement pursuant to terms and conditions to be agreed upon in that circumstance.

6. The owners of Parcels 2 and 3 may terminate their participation in this agreement at any time by giving at least six months prior written notice of their intention to terminate to the other owners. The terminating owners shall pay all costs of disconnection. The owners of Parcel 1 may not terminate the other parties' interest in this agreement.

7. The parties agree that the water being pumped out of the well shall be tested at the well at least annually to be paid out of the maintenance reserve.

8. All waters lines from the well to the respective homes shall be constructed and maintained solely by the owners using said water lines. To the extent that the water lines cross Parcel 1, the owners of Parcel 2 and 3 are hereby granted an easement for placement of the water lines.

9. This Agreement shall be binding on successors and assigns of the owners of all parcels and shall be considered easement rights which run with the land.

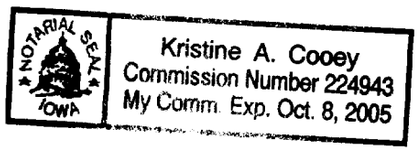
Agreement is hereby made upon the signing of this Agreement on the date hereafter noted.

Dated 7/27/04

Donald D. Wiley

Theresa M. Wiley

Subscribed, sworn and acknowledged to me by Donald D. Wiley and Theresa M. Wiley on the 27th day of July, 2004.



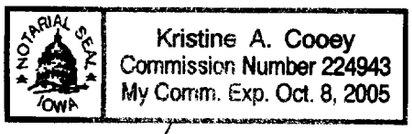
Notary Public In And For The State
Of Iowa

Dated 7-27-04

Howard L. Mottet

Jo Ann Mottet

Subscribed, sworn and acknowledged to me by Howard L. Mottet and Jo Ann Mottet on the 27th day of July, 2004.



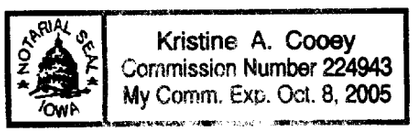
Notary Public In And For The State
Of Iowa

Dated 7/27/04

Kathy Hiler

Lance Lange

Subscribed, sworn and acknowledged to me by Kathy Hiler and Lance Lange on the 27th day of July, 2004.



Notary Public In And For The State
Of Iowa