



Book 2026 Page 1155

Document 2026 1155 Type 06 006 Pages 5

Date 5/08/2026 Time 10:07:40AM

Rec Amt \$27.00

**Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA**

NOB HILL WATER AGREEMENT

Preparer information: (Kathy Lange 26027 210th Ave Delhi, IA 52223)

Taxpayer information: (n/a))

Return Document to: (Kathy Lange 26027 210th Ave, Delhi, IA 52223)

Grantors:

Lance and Kathy Lange

Grantees:

Mottet Family Trust

Dan and Sheila Kintzle

Legal Description is located on page: 1

NOB HILL WATER AGREEMENT

This agreement is made by and between the undersigned owners of the following described parcels:

PARCEL 1 Owners: Lance and Kathy Lange. 26029 210th Ave.

LEGAL DESCRIPTION

Parcel K, a part of Zamboange 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 5 of 107 in Clair View Acres at Delhi, Iowa, according to the recorded plat thereof.

PARCEL 2: Owners: Mottet Family Trust. 20653 260th St.

LEGAL DESCRIPTION

Parcel J of part of Zamboagna 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, Hass, 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, Page 200.

PARCEL 3: Owners: Dan and Sheila Kintzle. 26061 210th Ave.

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; now owned by Lance and Kathleen Lange;

WHEREAS the Lange's are agreeable to allowing permanent use of the well by the owners of Parcel 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 parcels 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
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 \$5,000. The initial annual fee will be \$250 per household, 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 \$250 per year for the maintenance reserve until \$5,000 has been accumulated. (Due Date May 1st) Thereafter the parties will be assessed only that proportionate amount necessary to bring the reserve account to \$5,000.
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. The utility bills will be paid by Parcel 1, then divided equally each year and collected from parcel 2 and 3 on December 31 annually.
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 parcel 2 and 3 may terminate their participation in this agreement at any time by giving at least 6 months notice prior written notice of their intention to terminate to the other owners. The terminating owners shall pay all costs of disconnection. The owner 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.

8. All water 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 hereby noted.

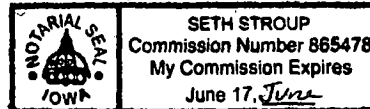
Dated 5/8/26

Kathleen Lange Kathleen Lange
Lance Lange Lance Lange

Subscribed, sworn and acknowledged to me by Lance and Kathleen Lange on the 8th day of May, 2026



Notary Public In And For the State of Iowa



Dated 5/8/26

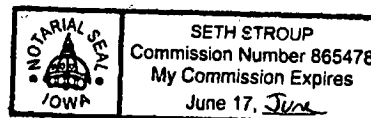
Mottet Family Trust
David L. Mottet David L. Mottet

Subscribed, sworn and acknowledged to me by David Mottet

On the 8th day of May, 2026



Notary Public In And For the State of Iowa



Dated 4-23-26

Sheila Kintze Dan Kintze

Subscribed, sworn and acknowledged to me by Dan and Sheila Kintze on the
23 day of April 2026

Cassandra Marie Johnson

Notary public In And For the State of Iowa

