

EXHIBIT A

WATER AGREEMENT FOR CENTRAL WATER SYSTEM

Agreement made by and between Vendors Unlimited Corporation, an Iowa Corporation, and Lime Rock Springs Co., an Iowa corporation hereinafter called "Developer" and Vendors Unlimited Corporation hereinafter called "Water Company".

WITNESSETH:

WHEREAS, Developer is in the process of developing a residential subdivision on the following described real property now or hereafter to be platted as Wildflower Ridge Subdivision:

Lots 1-15 of Block 1 of Wildflower Ridge Subdivision in Section 10, Township 89 North, Range 2 East of the 5th P.M., Dubuque County, Iowa, according to the recorded plat thereof.

Lots 1-13 and Lot A of Block 2 of Wildflower Ridge Subdivision in Section 3, Township 89 North, Range 2 East of the 5th P.M., Dubuque County, Iowa, according to the recorded plat thereof.

Lots 29, 30, 35, 36, 37, 38, and 39 in Marshfield, Dubuque County, Iowa being a part of the W ½ of Section 2 and the E ½ of Section 3, Township 89 North, Range 2 East of the 5th P.M., according to the United State Government Survey and the recorded plat thereof, and together with and subject to all other rights and easements of record.

Lot 1 of the SE ¼ of the SW ¼, Lot 1 of the SW ¼ of the SW ¼, and Lot 2 of Lot 1 of the NE ¼ of the SW ¼ of Section 3, Township 89 North Range 2 East of the 5th P.M., according to the United States Government Survey and the recorded plat thereof, subject to easements of record.

The above hereinafter referred to as Real Estate.

WHEREAS, Water Company is willing and desires to extend water service to all subdivision property developed by Developer on the above described Real Estate, including the first and all subsequent phases ("Central Water System");

WHEREAS, the parties have reached an agreement relative to the foregoing matters and wish to reduce same to writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of Developer and Water Company to the other, it is agreed as follows:

1. Water Company will provide a water source for Lots 1-15 of Block 1 of Wildflower Ridge Subdivision and Lots 1-13 of Block 2 of Wildflower Ridge Subdivision as well as all future lots of Wildflower Ridge Subdivision. The ownership of all mains, wells, pumps, and related infrastructure necessary for the initial phase, and all subsequent phases of development of the Real Estate, shall remain in Water Company, unless conveyed to successors, or as otherwise provided herein or later agreed in writing.

2. A lateral line shall be extended from the mains to one of the lot intersections terminating just behind the curb for Lots 1-15 of Phase 1 of Wildflower Ridge Subdivision and for Lots 1-13 of Wildflower Ridge Subdivision as designated upon the plats, and mains and like laterals shall hereafter be installed in such further and additional phases as are developed by Developer within the Real Estate, all in keeping with the terms hereof, unless and to the extent the parties otherwise agree in writing. The entire lateral back to the main, including the saddle on the main, shall be the responsibility of the owner of the lot serviced. Such responsibility includes, but is not limited to, the obligation to maintain, repair or replace such lateral (and the cost associated therewith) and any liability arising from the failure to maintain, repair or replace. The responsibility of any lateral stub, which has not been extended by installation of a lateral service line, shall continue as the responsibility of Water Company until so extended.

3. All cost and expense of maintaining the Central Water System exclusive of the lateral back to the main including but not limited to all pumps, distribution lines, mains and any well servicing the Central Water System irrespective of whether or not same is situated upon any portion of the above and forgoing real property, shall be the obligation of Water Company. Water Company agrees to maintain the Central Water System and all of its components exclusive of service laterals in good and usable condition and shall immediately repair and replace any portion of the said Central Water System which fails to operate satisfactorily.

4. The owners of each of the respective lots obtaining water from Water Company shall pay the cost of installation of the lateral service line from the lateral stub to the structure(s) and the cost of repair, maintenance, and upkeep of the lateral serving said lot back to the main, which pipes shall be maintained in good repair. The failure of said lot owners to maintain the lateral service line back to the main shall be reasonable grounds for discontinuance of service by Water Company. Water Company will pay the cost of repair, maintenance, and upkeep of the Central Water System, other than that part of the system described herein to be maintained by the lot owner.

5. The water to be furnished by Water Company hereunder shall be of sufficient quality to meet the water quality standards of the Iowa Department of Environmental Resources and of sufficient quantity to meet the needs of the property served thereby.

6. Water supplied to Lots 1-15 of Block 1 of Wildflower Ridge Subdivision

and Lots 1-13 of Block 2 of Wildflower Ridge Subdivision or any subsequent platted lots within the Real Estate shall be metered at the point of delivery by water meters and the owners of the respective lots obtaining water from Water Company shall pay Water Company for such water consumed, a sum established by Water Company for water provided, according to schedule A, hereto attached. The water rates may be changed with a thirty (30) day written notice.

Water Company will provide a written billing to lot owners showing such meter reading, the amount of water used since the last reading and the amount owing at the time of billing. The lot owners shall make payment to Water Company for water supplied within thirty (30) days of date of said billing.

7. Water Company shall have the right to assign, sell, convey, or transfer this Agreement and all assets owned by Water Company in connection with its operation of the Central Water System to any party as it determines in its sole discretion. Once this Agreement and assets owned by Water Company in connection with its operation of the Central Water System have been assigned, sold, conveyed, or transferred, Water Company shall have no further obligation to maintain any asset associated with the Central Water System or any further obligation under this Agreement.

8. During the term of this Agreement, Water Company, for itself and its heirs, devisees, successors and assigns, agrees to indemnify Developer and its successors, assigns, and sublicenses from any and all liability, loss or damage suffered as a result of claims, demands, costs or judgments against it or them arising from inadequate capacity or any impurities or imperfections in water furnished by Water Company or caused by Water Company's well, water pumping and supply facility and/or any cause other than such as is caused by the negligent, reckless, or intentional conduct of Developer, its successors, assigns, or sublicenses.

9. Prior to a lot owner tapping on to an available water service, Water Company shall provide the lot owner with meter and outside reader at the lot owner's cost. The lot owner will bear the expense of installation of same. Subsequent replacements of the meter and/or reader due to defect or inaccuracy, including such as may be pointed out by Water Company, shall be undertaken at the lot owner's expense from an approved list approved by Water Company.

10. Water Company may establish, amend, revise and enforce rules and regulations for water service and the furnishing of water service within said above described property provided, however, all such rules and regulations established by Water Company from time to time shall be reasonable and subject to such regulations as may now or hereafter be provided by law. No such rule or regulation so established, amended or revised shall be inconsistent with the requirements of this agreement, nor shall the same abrogate any provision hereof. Any such rules, as adopted and amended from time to time, shall be binding upon any owner or occupant of any of the property located within the aforescribed real property, the owner or occupant of any building,

residence, or other improvement constructed thereon, and the user or consumer of any water service upon said real property.

11. This Agreement embodies the entire Agreement between the parties. There are no promises, terms, conditions, or obligations other than those recited herein. This Agreement shall supercede all previous communications, representations, or agreements, either verbal or written, between or among the parties hereto, concerning its subject matter.

12. Water Company shall pay all taxes associated with the Central Water System. If the Central Water System is sold, transferred, or conveyed, all taxes shall be prorated as of the date of closing.

13. This Agreement shall extend to and be binding upon the heirs, devisee, successors, assigns and sublicenses of Developer and Water Company as fully as if they were specifically identified herein and subscribed in writing to be so bound.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2004.

Vendors Unlimited Corporation

By: _____
James P. Gantz
President

By: _____
Rosemary A. Gantz
Secretary

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this ____ day of _____, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared James P. Gantz and Rosemary A. Gantz, to me personally known, who, being by me duly sworn, did say that they are President and Secretary, respectively, of the corporation executing the foregoing instrument; that the corporation has no seal; that said instrument was signed on behalf of the corporation by authority of its board of directors; and James P. Gantz and Rosemary A. Gantz as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Lime Rock Springs Co.

By: _____
James P. Gantz
President

By: _____
Rosemary A. Gantz
Secretary

STATE OF IOWA)
) ss.
COUNTY OF DUBUQUE)

On this ____ day of _____, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James P. Gantz and Rosemary A. Gantz, to me personally known, who, being by me duly sworn, did say that they are President and Secretary, respectively, of the corporation executing this foregoing instrument; that the seal affixed thereto is the seal of the corporation; that said instrument was signed and sealed on behalf of its board of directors; and James P. Gantz and Rosemary A. Gantz as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

SCHEDULE A

Effective 5/1/08

Water Rate for Residential Use

\$33.88 for the initial 800 Cubic Feet (equivalent to 5984 gallons)

\$1.70 for each additional 100 Cubic Feet (equivalent to 748 gallons)

These rates do not include sales tax

These rates may be changed from time to time to keep up to the cost-of-living index, energy costs, and any other increase in expense for operating the water system. There will be a written notice 30 days prior to any increase.