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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Ew American Trust + Sup Co
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Prepared by/Return to:
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WELL WATER EASEMENT AND AGREEMENT

Richie A. Ludwig and Jessie L. Ludwig (hereinafter "Ludwig"), husband and wife, and Thomas C. Engler and Mavis A. Engler, (hereinafter "Engler"), husband and wife, hereby make the following declarations imposing a Well Water Easement and Agreement:

1. Affected Real Estate.

   A. Parcel 1:
   The West one hundred twenty five (125.0) feet of the South three hundred forty eight and forty eight hundredths (348.48) feet of the East one-fourth (E1/4) of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Thirty Six (36), Township Eighty Eight (88) North, Range Three (3), West of the Fifth Principal Meridian, Delaware County, Iowa,
   (hereinafter "the Ludwig parcel")

   B. Parcel 2:
   The East one hundred twenty-five (125.0) feet of the West two hundred fifty (250.0) feet of the South one hundred seventy four and twenty four one-hundredths (174.24) feet of the East one-fourth (E 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty Six (36), Township Eighty Eight (88) North, Range Three (3), West of the Fifth Principal Meridian, Delaware County, Iowa.
   (hereinafter "the Engler parcel")

2. The well is located on the property line between the Ludwig parcel and Engler parcel.

3. The owners of the Ludwig parcel and the owners of the Engler parcel shall have the right to the continued and perpetual use of the well located on the property line of Ludwig and Engler. All costs of maintenance, repair and replacement of the well, including, but not limited to, casing, piping, pump, motor, wiring and other expenses shall be paid as follows: 50% by the owner of the Ludwig parcel and 50% by the owner of the Engler parcel.

4. Electricity supplied to the pump for the well is separately metered. The owners

of the Ludwig parcel and the owners of the Engler parcel shall pay the electricity costs associated with the meter supplying electricity to the well as follows: 50% by the owner of the Ludwig parcel and 50% by the owner of the Engler parcel.

5. The owners of the Ludwig parcel and owners of the Engler parcel shall have a right of ingress and egress over the property of the other to erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water piping in order to provide water from the well to both parcels. The owners of the Engler parcel shall be solely responsible for the costs associated with the construction, replacement or repair of the waterline from the well to the Engler parcel. The owners of the Ludwig parcel shall be solely responsible for the costs associated with the construction, replacement or repair of the waterline from the well to the Ludwig parcel.

6. Neither party guarantees the quality or quantity of the water from the well.

7. This agreement is perpetual in nature and is for the benefit of the owners of the Ludwig parcel and the owners of the Engler parcel, their heirs, successors and assigns.

Dated this 19th day of Oct., 2016.

OWNERS OF THE LUDWIG PARCEL

Richie A. Ludwig

Jessie L. Ludwig

OWNERS OF THE ENGLER PARCEL

Thomas C. Engler

Mavis A. Engler

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

Subscribed and sworn to before me on this 19th day of October, 2016 by Richie A. Ludwig and Jessie L. Ludwig, husband and wife.

MATTHEW GOERDT
Commission Number 196204
My Commission Expires
5-4-2019

Signature of Notary Public

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

Subscribed and sworn to before me on this 19th day of October, 2016 by Thomas C. Engler and Mavis A. Engler, husband and wife.

MATTHEW GOERDT
Commission Number 196204
My Commission Expires
5-4-2019

Signature of Notary Public