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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer Information: Jane E. Hanson (Individual's Name) 401 East Main Street (Street Address) Manchester, Iowa (City) (563) 927-5920 (Phone)
Jane E. Hanson, ICIS#: AT0012697

SPACE ABOVE THIS LINE FOR RECORDER

WELL AGREEMENT

This Agreement entered into this 1st day of April, 2025, by and between Daniel R. Schneiders, a single person, hereinafter "First Party", and LeRoy John Schnieders, Trustee, of The Family Trust Created under the Mary Valene Schnieders Irrevocable Inter Vivos Trust dated November 18, 1991, as Amended and Restated on May 13, 2010 and LeRoy John Schnieders, Trustee, of The LeRoy John Schnieders Revocable Inter Vivos Trust dated November 18, 1991, as Amended and Restated on May 13, 2010, hereinafter "Second Parties".

WHEREAS, First Party owns the following described real estate located in Delaware County, Iowa:

> The Southeast ¼ of the Southeast ¼, except Parcel A part of the SE ¼ of the SE ¼ of Section 13, T89N-R6W of the 5th P.M., Delaware County, Iowa according to plat recorded in Book 2019, Page 122; and further except the West 285.28 feet of the East 570.56 feet of the South 228.44 feet of the SE ¼ of the SE ¼; all in Section 13-T89N-R6W, Delaware County, Iowa, subject to public highways.

AND WHEREAS, Second Parties own the following described real estate located in Delaware County, Iowa:

> The West 285.28 feet of the East 570.56 feet of the South 228.44 feet of the SE ¼ of the SE ¼ of Section 13-89N-R6W, Delaware County, Iowa, subject to public highways.

AND WHEREAS, the Parties wish to enter into an Agreement to establish their rights and obligations with regard to a shared well.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be gained by the parties they agree as follows:

1. There is currently a well located on First Party's real estate which supplies water to both parcels of real estate described herein. The pressure tank, pressure switch and electrical service for the well is located on the real estate owned by First Party.

2. The Parties agree that the owners of each parcel of real estate shall have the right to obtain water from the well. The Parties further agree that the cost of any and all repairs, maintenance and/or replacement of the well and pump and associated equipment shall be paid one hundred percent (100%) by First Party. The cost of any repair, maintenance or replacement to the individual water lines providing water to each Parties real estate shall be paid by the owner of the real estate.

3. The cost of electricity to pump water or otherwise supply the real estate shall be paid one hundred percent (100%) by First Party.

4. Each party grants on to the other party an easement over and across that portion of the real estate owned by the granting party in order to provide appropriate access for the electric meter, water lines, well and associated equipment and also grant an easement for any needed inspection, maintenance, repair and replacement of the well. Each party agrees to be obligated to the other party to return to its natural condition any soil or earth disturbed by inspection, repair, replacement or maintenance of the well or water line by either party.

5. Both parties agree that there shall be no commercial use of the water from the well and that only normal residential usage shall be allowed by Second Parties.

6. This Agreement shall be binding upon the parties hereto, their heirs, successors and/or assigns.

7. This easement shall expire six months after the death ~~upon the death~~ of LeRoy John Schnieders. Upon the death of LeRoy John Schnieders, Second Parties shall be required to drill its own well on Second Parties's real estate within six months of the date of death of LeRoy John Schnieders. Second Parties agree to pay for any and all expenses of drilling the well.

First Party

Daniel R. Schnieders

Second Party

LeRoy John Schnieders, Trustee, of The Family Trust Created under the Mary Valene Schnieders Irrevocable Inter Vivos Trust dated November 18, 1991, as Amended and Restated on May 13, 2010

LeRoy John Schnieders, Trustee, of The LeRoy John Schnieders Revocable Inter Vivos Trust dated November 18, 1991, as Amended and Restated on May 13, 2010

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 1st day of April, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel R. Schneiders, a single person, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

JANE E. HANSON
Commission Number 791553
My Commission Expires
August 12, 2027

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 1st day of April, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared LeRoy John Schnieders as Trustee of The Family Trust Created under the Mary Valene Schnieders Irrevocable Inter Vivos Trust dated November 18, 1991, as Amended and Restated on May 13, 2010, and as Trustee of The LeRoy John Schnieders Revocable Inter Vivos Trust dated November 18, 1991, as Amended and Restated on May 13, 2010 to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

JANE E. HANSON
Commission Number 791553
My Commission Expires
August 12, 2027

Notary Public in and for the State of Iowa