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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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WELL AND WATER EASEMENT AGREEMENT

This Agreement entered into this 30th day of October, 2025, by and between James E. Richter, Trustee of the James E. Richter Revocable Trust and Theresa E. Richter, Trustee of the Theresa E. Richter Revocable Trust (hereinafter "Grantors" and Joseph S. Richter and Sara A. Richter, husband and wife, (hereinafter "Grantees").

WHEREAS, "Grantors" own the following described real estate located in Delaware County, Iowa:

North Two Hundred (200) feet of the West Three Hundred Sixty (360) feet of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Twenty-Five (25), Township Eighty-Nine (89) North, Range Four (4), West of the Fifth Principal Meridian.

AND WHEREAS, "Grantees" own the following described real estate located in Delaware County, Iowa:

The South Two-Hundred (200) feet of the North Four Hundred (400) feet of the West Three Hundred Sixty (360) feet of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Twenty-Five (25), Township Eight-Nine (89) North, Range Four (4), West of the Fifth P.M., subject to highways and easements of record.

AND WHEREAS, there is a well located on the real estate owned by the "Grantors" which serves the real estate owned by the "Grantees".

AND WHEREAS, "Grantors" and "Grantees" wish to enter into an Agreement to establish their rights and obligations regarding the well.

IT IS THEREFORE AGREED AS FOLLOWS:

1. "Grantees" shall have the right to obtain water from the well and pump owned by "Grantors". Said well and pump shall be used in conjunction with the "Grantors" and any tenants of the "Grantors.

2. "Grantees" shall pay the "Grantors" the monthly water usage rate charged by the City of Earlville, Iowa, on an annual basis for the right to obtain water from the well and pump owned by the "Grantors"' Said amount shall be paid no later by January 1 of each year starting January 1, 2026. "Grantors" retain the right to increase the annual cost of providing water after January 1, 2026 if the cost of providing water has increased. "Grantors" will install a water meter at "Grantors" expense.

3. In addition, "Grantors" hereby grant "Grantees" its heirs, successors and assigns an easement over and across that portion of the aforementioned real estate owned by the "Grantors" in order to provide access to the waterline, well and pump as needed to inspect, maintain and repair the same. "Grantees" shall be obligated to return to its natural condition any soil or earth distributed by inspection, repair, replacement or maintenance of the water line. The easement is granted for the purpose of conveying water from the well owned by "Grantors" to the aforementioned real estate owned by "Grantees".

4. "Grantees" may draw water from the well for domestic purposes only. The term "domestic purposes" shall mean only that water normally considered to be reasonable and necessary for the operation of a single-family residence and shall include use for the sprinkling of lawns, washing vehicles and related uses. "Grantors" do not guarantee the quality or quantity of water. In event the pump requires replacement "Grantees" will be required to pay a portion of this cost based upon expected future usage by "Grantees".

5. "Grantors" do not guarantee the quality or quantity of water.

6. "Grantors" and "Grantees" agree that in the event water service becomes available to "Grantees" real estate from county or municipal sources that "Grantees" or the then owner of the premises shall be required to hook onto said water source within a reasonable period of time at which time this Agreement shall terminate.

7. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns, and shall be considered an Agreement that runs with the land.

Dated this 30th day of October, 2025.

Joseph S. Richter

Joseph S. Richter

Sara A. Richter

Sara A. Richter

STATE OF IOWA, DUBUQUE COUNTY, SS:

On this 30th day of October, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joseph S. Richter and Sara A. Richter, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

WERNER HELLMER
Commission Number 187984
My Comm. Exp. 12/17/26

Notary Public in and for said State

JAMES E RICHTER REVOCABLE TRUST

James E Richter

By: JAMES E. RICHTER, Trustee

THERESA E. RICHTER REVOCABLE TRUST

Theresa Richter

By: THERESA E. RICHTER, Trustee

STATE OF IOWA, COUNTY OF DUBUQUE, SS:

On this 30th day of October, 2025, before me, the undersigned, a Notary Public in and for the said State, personally appeared James E. Richter and Theresa E. Richter to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that each person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Notary Public in and for said State.

WERNER HELLMER
Commission Number 187984
My Comm. Exp. 12/17/26