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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

ⓧ Prepared by and return to: Steve E. Carr, Attorney, Box 333, Manchester, Iowa 52057 (563) 927-4164
Grantors: Stephen F. Heims Grantees: Benjamin A. Lechtenberg
Elizabeth A. Heims Madison L. Lechtenberg

WELL AGREEMENT

Stephen F. Heims and Elizabeth A. Heims, husband and wife, hereinafter Heims;
and Benjamin A. Lechtenberg and Madison L. Lechtenberg, husband and wife,
hereinafter Lechtenberg, in consideration of their mutual promises and performances
herein agree as follows:

1. Heims is the owner of the following described real estate:

Lot Four (4) of Shady Acres Subdivision of part of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section One (1), Township Eighty Nine (89) North, Range Six (6), West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 3 Plats, Page 179.

2. Lechtenberg is the owner of the following described real estate:

Lot Three (3) of Shady Acres Subdivision of Part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, T89N, R6W of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 3 Plats, Page 179; also Parcel 2017-82; Being Part of Lot 2 of Shady Acres Subdivision in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ – SE $\frac{1}{4}$) of Section 1, Township 89 North, Range 6 West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2017, Page 3170.

3. A well is located on the above-described real estate owned by Heims.

4. Both of the above-described properties are to be served by the same well pursuant to this agreement.

5. Any repairs or replacement of the well including the pressure tank located on the Heims property shall be shared equally by the parties.

6. It is understood that each party will be solely responsible for any repair, maintenance or replacement of water lines on its own property running to the well.

7. Heims grants to Lechtenberg an easement to the well for inspection, maintenance, repair or replacement.

8. Lechtenberg shall pay to a reasonable amount per month for electricity for the pumping of water.

9. Water use is restricted to reasonable residential purposes and no commercial or agricultural water use is allowed without prior approval of the other party.

10. Both parties understand and agree that there is no warranty express or implied as to the quality of the water produced or supplied.

11. Nothing herein should be construed to prohibit Lechtenberg from building an independent well which would remove Lechtenberg from any further obligation herein.

12. This agreement shall be perpetual and shall be binding upon the heirs, successors and assigns of the parties hereto.

Dated this 12th day of April, 2019.

Stephen F. Heims
Stephen F. Heims

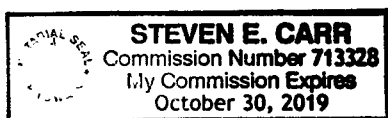
Elizabeth A. Heims
Elizabeth A. Heims

Benjamin A. Lechtenberg
Benjamin A. Lechtenberg

Madison L. Lechtenberg
Madison L. Lechtenberg

STATE OF IOWA)
) SS
DELAWARE COUNTY)

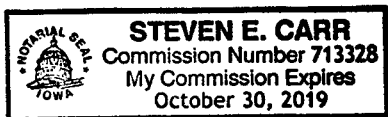
Subscribed and sworn to before me by Stephen F. Heims and Elizabeth A. Heims
this 19th day of April, 2019.



Steven E. Carr
Notary Public in and for State of Iowa

STATE OF IOWA)
) SS
DELAWARE COUNTY)

Subscribed and sworn to before me by Benjamin A. Lechtenberg and Madison L.
Lechtenberg this 12th day of April, 2019.



Steven E. Carr
Notary Public in and for State of Iowa