

Recorded: 5/12/2025 at 8:13:34.0 AM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 1180

Return To: Patricia A. Dede, 2477 197th Ave., Manchester, IA 52057
Taxpayer: Patricia A. Dede, 2477 197th Ave., Manchester, IA 52057
Preparer: Daniel H. Swift, Swift Law Firm, 108 N. Madison St., PO Box 207, Manchester, IA 52057, (563) 927-4901

LICENSE AGREEMENT

This License Agreement is made on the date shown below, as signed by the parties, between Patricia A. Dede, a single person, of 2477 197th Ave., Manchester IA 52057 (hereinafter referred to as the "Licensor") and Steven J. Bergman, a single person and Pamela E. Polman, a single person of 2317 CAE Dr., Iowa City, IA 52246 (hereinafter referred to as the "Licensees"):

RECITALS

1. Licensor is the owner in fee simple of the following described real estate to-wit:

Lot Fourteen (14) of Schmidt's Farm & Lake Subdivision, a Subdivision of Parcel 2017-87 in Sec. 23 and Sec. 26 all in T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to recorded plat thereof as shown in Book 2021, Page 1603 as recorded on May 3, 2021;

2. Licensees are the owners in fee simple or will become the owners in fee simple of the following described real estate, to-wit:

Lot Twelve (12) of Schmidt's Farm & Lake Subdivision, a Subdivision of Parcel 2017-87 in Sec. 23 and Sec. 26 all in T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to recorded plat thereof as shown in Book 2021, Page 1603 as recorded on May 3, 2021;

3. Located on the Licensor's real estate as described herein, is a water well, water pipes/lines, leach lines, LP gas tank, and LP gas lines which service Licensees' real property.

4. Licensor and Licensees desire to have a written License Agreement as to the water well, water pipes/lines, leach lines, LP gas tank, and LP gas lines and the use of same, expenses of operation, maintenance, and service.

LICENSE AGREEMENT

1. Licensor grants to Licensees, a license to occupy and use, subject to all the terms and conditions of this License Agreement, the following described property located in Delaware County, Iowa; portions of Lot 14 as owned by Licensor which includes a well, a water line from the well to Licensees' real estate, leach lines, LP tank, and LP gas lines, all of which serve Licensees property in their present condition and as they presently exist and are presently located as of the date of the signatures on this Agreement.

2. The above-described property may be occupied and used by Licensees solely for the purposes described herein and for incidental purposes related to such purpose during the period beginning as of the date of this Lease Agreement, and continuing until this Lease Agreement is terminated as provided in this Lease Agreement.

3. Licensees shall bear all costs associated with the maintenance of the leach lines, LP gas tank, all piping from their septic to the leach lines, and the gas line to their property, and shall hold the Licensor harmless from said costs.

4. Licensor will allow Licensees to use the water supply line on Licensor's property and the well on Licensor's property. The use of the water is for private use only, not for the general public. Neither party may use the water for anything other than a residential purpose. No commercial purpose shall be permitted. Either party shall allow access to the system without the express written consent of the other party.

All costs of maintenance, repair, or service of every kind needed on the well, well house, pump, piping, replacement of the well, costs of water testing, and all appurtenances thereto, shall be borne equally, share and share alike by Licensor and Licensees.

Any repair cost or replacement cost on the water line from the well to Licensees shall be borne by Licensees and they shall hold the Licensor harmless there from.

Licensee shall pay to Licensor, on not less than an annual basis, for electricity to operate the pump. Said payment shall be made on demand on an amount agreeable to Licensor and Licensees. All other expenses, except of repair of the water lines from the water source to Licensees property, shall be split equally between Licensor and Licensees, including replacement of the well.

5. Licensor and Licensees may terminate this Lease Agreement at any time with notice to the other, specifying the date of termination, and such notice to be given not less than sixty (60) days prior to the date specified in such notice for the date of termination.

Should the above-described properties, or any essential part of such properties, be totally destroyed by fire or other casualty, this Lease Agreement shall immediately terminate, and, in the case of partial destruction, this Lease Agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given within sixty (60) days following such partial destruction and not less than sixty (60) days prior to the

termination date specified in such notice.

If Licensees shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, Licensor may terminate this agreement by giving written notice to the Licensees specifying the date of termination, such notice to be given not less than sixty (60) days prior to the date specified in such notice or the date of termination. This Lease Agreement shall be binding upon the parties to it and shall be binding upon their respective heirs, successors, executors, administrators, and assigns.

6. This Lease Agreement shall be governed by, construed, and enforced in accordance with the Laws of the State of Iowa.

7. Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

8. Any notice provided for or concerning this Lease Agreement shall be in writing and shall be deemed sufficiently given when sent by regular mail to the respective address of each party as set forth at the beginning of this Lease Agreement.

9. The rights of each party under this Lease Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

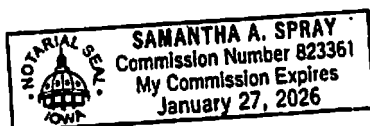
10. Any cost incurred by either party in enforcing the terms of this Lease Agreement against each other, including Court costs and attorney fees, and any cost of restoration necessitated by the other party's violation of the terms of this Lease Agreement shall be borne by the party violating the terms of this Lease Agreement.

DATED THIS 7th DAY OF ^{May} ~~DECEMBER~~ 2024 ⁵

Patricia A. Dedede
Patricia A. Dedede, Licensor

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on this 7th day of ^{May 2025} ~~December 2024~~ by Patricia A. Dedede.



[Signature]
Signature of Notary Public

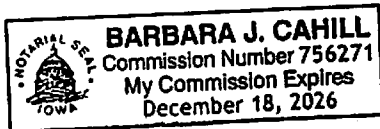
DATED THIS ~~DAY OF DECEMBER 2024~~ 9th Day of May, 2025

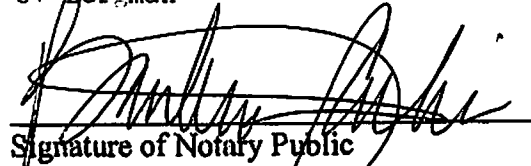


Steven J. Bergman, Licensee

STATE OF IOWA, COUNTY OF ~~DELAWARE~~ JOHNSON

This record was acknowledged before me on this ~~xxxx~~ day of ~~December 2024~~ by Steven J. Bergman. 9th day of May, 2025 by Steven J. Bergman.



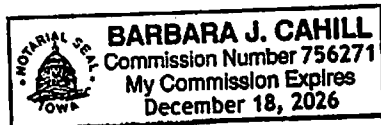

Signature of Notary Public

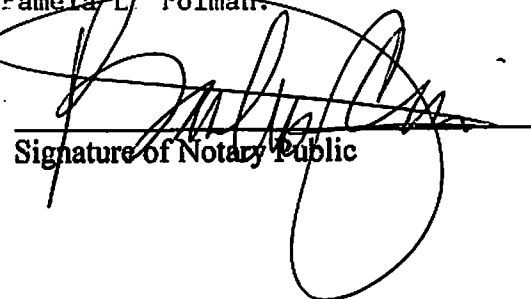
DATED THIS ~~xxxx~~ DAY OF ~~DECEMBER 2024~~ 9th day of May, 2025.


Pamela E. Polman, Licensee

STATE OF IOWA, COUNTY OF ~~DELAWARE~~ JOHNSON

This record was acknowledged before me on this ~~xxxx~~ day of ~~December 2024~~ by Pamela E. Polman. 9th day of May, 2025 by Pamela E. Polman.




Signature of Notary Public