

Recorded: 8/13/2026 at 2:24:13.0 PM
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$20.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2026 PG: 2370

Prepared by & Return to: Carolyn Davis, Locher & Davis, PLC, 225 1st Ave. East, Dyersville, Iowa 52040
Phone: 563-875-9112

WELL AND WATER AGREEMENT

This Agreement is made and entered into this Y day of August, 2026, by and between Ronald J. Lahr, trustee of Ronald J. Living Trust Dated April 20, 2021, hereinafter "First Party", and Joan Lahr, widowed and not remarried, hereinafter "Second Party."

WHEREAS, First Party owns real estate locally known as 2668 310th Avenue, Hopkinton, IA 52237, legally described as The West Three Quarters (W3/4) of the Southwest Quarter (SW ¼) of Section 27, Township 88 North, Range 3 West of the 5th P.M., Delaware County, Iowa, EXCEPT AND EXCLUDING the homestead, THEREFROM Parcel 2026-71, Part Of The NW1/4 SW1/4 Of Section 27, T88N, R3W Of The 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2026, Page 2179, hereinafter the "Lahr Trust Property,"

upon which a water well is located;

WHEREAS, Second Party owns real estate locally known as 2666 310th Avenue, Hopkinton, IA 52237, legally described as Parcel 2026-71, Part Of The NW1/4 SW1/4 Of Section 27, T88N, R3W Of The 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2026, Page 2179, hereinafter Parcel 2026-71;

WHEREAS, the undersigned respective owners of the above-described real estate desire to reduce to writing the agreement between them in connection with the Water Well and Water Service;

NOW AND THEREFORE, for the consideration of mutual covenants made below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ronald J. Lahr Living Trust Dated April 20, 2021, owner of Lahr Trust Property, and Joan Lahr, owner of Parcel 2026-71, agree as follows:

1. Agreement. There is a well now located on Lahr Trust Property owned by First Party. The well is located approximately 310 feet East of the Southeast corner of Parcel 2026-71, roughly 5 feet West of the existing concrete wall on the North side of the existing driveway on the Lahr Trust Property.

Said well is now in existence and supplies water to only Parcel 2026-71, a personal residence. There are water lines which run under Lahr Trust Property and Parcel 2026-71 and are used for the purpose of providing water from the well to Parcel 2026-71. Further, the pressure tank and controls are located on Lahr Trust Property. The electricity needed to operate the pump is included in the electric bill which Second Party receives from the utility company providing electricity.

The owner of Lahr Trust Property grants unto the owner of Parcel 2026-71 an easement over so much of the property owned by Lahr Trust Property as may be necessary to make the repairs, provide maintenance, replace the lines, and do such other work as is necessary in order to keep the well and water system in good repair. In the event either party is required to provide maintenance on those elements benefiting said party and the maintenance disturbs the property of the other party, the party for whose benefit the maintenance is made shall repair the damage to the property of the other party, and shall restore the said property to as good a condition as prior to the maintenance work being effected. Both parties agree that they shall not build any structures or allow any accumulations of junk, debris or materials of any kind at any place which would interfere with the well, pump, or water lines used by the owner of Parcel 2026-71.

2. Maintenance. The cost of maintaining the including but not limited to the well, water lines, and the pressure tank and controls including the cost of maintenance, repairs, improvements and replacement, if necessary, shall be borne 100% to the owner of Parcel 2026-71.

The cost of maintenance and repairs to the well, pressure tank and controls resulting from damage other than ordinary wear and tear, including negligence or intentional actions, by a party (hereinafter referred to as "Damaging Party") or any guests or invitees of the Damaging Party, shall be the sole responsibility of the Damaging Party.

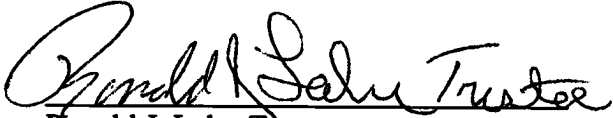
Neither parcel owner shall undertake any expenses for improvements, repairs, maintenance or construction (except to that portion of the line for which that Tract owner is solely responsible), without consulting the other parcel owners, and all such expenses for improvements, repairs, and maintenance of the common elements, shall be by mutual agreement. In the event the parties are unable to mutually agree, they shall appoint a third party arbitrator who will assist them in resolving the dispute, and who shall be entitled to cast a vote to break the tie in the event of an impasse.

3. Shared Use. Neither parcel owner guarantees the purity or quality of water to the other parcel owners. Further, either parcel owner shall be entitled at the expense of said parcel owner to install such water purification equipment and devices at such parcel owner's expense, for the furnishing of pure water for that parcel owner, and upon such parcel.
4. Covenants Running with the Land. This Well and Water Agreement shall be a permanent agreement running with the land. This Agreement shall be binding and inure to the benefit of the successors, heirs, and assigns of the owner of Lahr Trust Property and

Parcel 2026-71. This Agreement shall continue for so long as there shall be a well providing water for Parcel 2026-71. In the event it shall become necessary to replace the well with a new well, or in the event the owner of Parcel 2026-71 decides to drill their own well, the well must be placed on Parcel 2026-71.

Agreed to this 7 day of August, 2026.

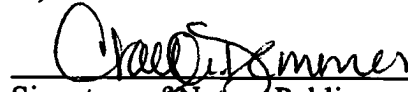
Ronald J. Lahr Living Trust Dated April 20, 2021

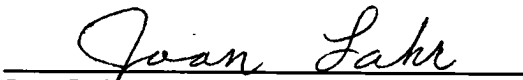

Ronald J. Lahr, Trustee

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me on August 7, 2026, by Ronald J. Lahr, Trustee of Ronald J. Lahr Living Trust Dated April 20, 2021.

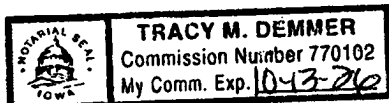
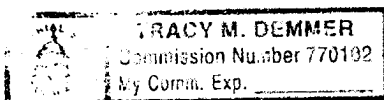


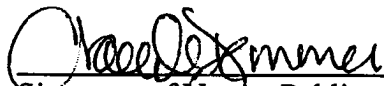

Signature of Notary Public


Joan Lahr

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me on August 7, 2026, by Joan Lahr, widowed and not remarried.




Signature of Notary Public