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County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax: \$0.00
Lynn Gahring, Recorder
Iowa County, Iowa

Preparer/return to: Allison M. Goertz, 330 E. Court St., Iowa City, IA 52240; (319) 656-2916

WELL AND WATER LICENSE AGREEMENT

WHEREAS, Bruce A. Hochstetler and Edie Y. Hochstetler, a married couple, are the titleholders of the following-described real estate hereafter referred to as Parcel One:

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$); the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$); the East Three-fourths of the Northeast Quarter of the Southwest Quarter (E $\frac{3}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$); and the South One (1) Acre of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$); all being in Section Twenty-eight (28), Township Seventy-eight (78) North, Range Nine (9) West of the 5th P.M., Iowa County, Iowa, subject to easements and restrictions of record.

WHEREAS, Anthony V. Miller and Diane L. Miller, a married couple, are the titleholders of the following-described real estate hereafter referred to as Parcel Two:

Auditor Parcel '2001-107' of the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twenty-seven (27), Township Seventy-eight (78) North, Range Nine (9) West of the 5th P.M., Iowa County, Iowa, as shown by plat recorded in Book 562 Pages 124-125, office of the Iowa County Recorder.

WHEREAS, John H. Yoder and Joni D. Yoder, a married couple, are the titleholders of the following-described real estate hereafter referred to as Parcel Three:

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 78 North, Range 9 West of the 5th P.M., Iowa County, Iowa, excepting therefrom 1.84 acres in the southeast corner.

WHEREAS, a well is located on Parcel One, which is set up to provide water to both Parcel One and Parcel Two. Water lines to provide water to Parcel Two run through Parcel Three.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The owners of Parcel One, and their successors and assigns, herein grant to the owners of Parcel Two, and their successors and assigns, a permanent license to use water from the well

on Parcel One for reasonable residential use by the owners of Parcel Two, and their successors and assigns. HOWEVER, NO GUARANTEE EITHER EXPRESSED OR IMPLIED IS MADE BY THE OWNERS OF PARCEL ONE FOR ANY CONTINUOUS AND ADEQUATE WATER SUPPLY. Parcel One is specifically not obligated to supply more than 3,000 gallons monthly per person residing at Parcel Two but may elect to do so.

2. The owners of Parcel One, and their successors and assigns, agree to bear the full cost of operation, maintenance, repair and replacement of the well, pump, water meters, pressure systems, and service pits all located on Parcel One.

3. The owners of Parcel One, and their successors and assigns, agree to maintain the waterlines from the well to the dwelling house on Parcel One and shall bear the costs of such maintenance.

4. The owners of Parcel Two, and their successors and assigns, agree to maintain the waterlines from the boundary of Parcel One to the dwelling house on Parcel Two, including the waterlines located on Parcel Three and under the roadway, and shall bear the costs of such maintenance.

5. Any pumps or additional machinery located on Parcel Two in connection with the water supply, including pressure pumps or filters, shall be the full cost and responsibility of the owners of Parcel Two, and their successors and assigns.

6. The owners of Parcel Two, and their successors and assigns, agree to pay to the owners of Parcel One, and their successors and assigns, a fee for the water used by Parcel Two. Such fee shall be based on the lowest of the rates used by nearby rural water associations, however there is no minimum fee and no base rate if no water is used by Parcel Two. Water usage is to be calculated based on the water meter installed at the service pit to service Parcel Two.

7. No party hereto, or their successors or assigns, shall engage in any act, omission or inconsistent use which would hinder the unrestricted exercise of this license.

8. The owners of Parcel Three, and their successors and assigns, hereby grant to the owners of Parcel One and their successors and assigns, and to the owners of Parcel Two and their successors and assigns, for the use and purpose of conveying such water, an easement on, in, over, across and under the land containing the waterlines from the well to Parcel Two, including the right to enter onto Parcel Three to construct, maintain, and repair the existing waterlines, all for the purpose of conveying such water to Parcel Two. Such waterlines are presently located on the south 300 feet of Parcel Three.

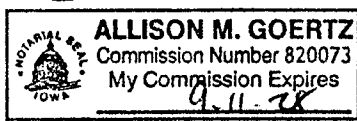
This entire Agreement shall be deemed to be a covenant running with the title to the land and shall be binding upon the parties hereto, and upon their successors and assigns, and shall be filed of record in the office of the Recorder for Iowa County, Iowa.

Signed this 3rd day of September, 2026.

Bruce A. Hochstetler
Bruce A. Hochstetler

STATE OF IOWA, WASHINGTON COUNTY, ss:

On this 3rd day of September, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bruce A. Hochstetler, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

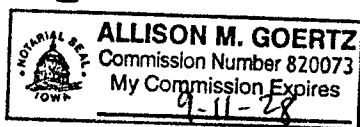


Allison M. Goertz
NOTARY PUBLIC, STATE OF IOWA

Edie Y. Hochstetler
Edie Y. Hochstetler

STATE OF IOWA, WASHINGTON COUNTY, ss:

On this 3rd day of September, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Edie Y. Hochstetler, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Allison M. Goertz
NOTARY PUBLIC, STATE OF IOWA

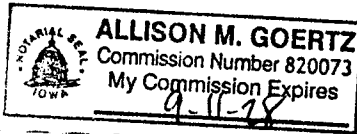
Anthony V. Miller
Anthony V. Miller

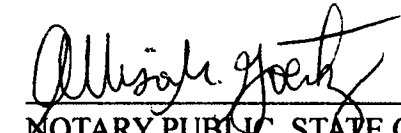
Diane L. Miller
Diane L. Miller

STATE OF IOWA, WASHINGTON COUNTY, ss:

On this 3rd day of September, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Anthony V. Miller and Diane L. Miller, a

married couple, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

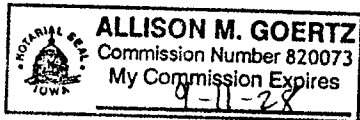


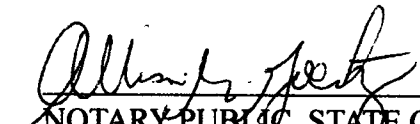

NOTARY PUBLIC, STATE OF IOWA

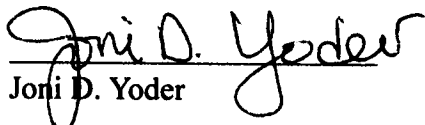

John H. Yoder

STATE OF IOWA, WASHINGTON COUNTY, ss:

On this 3rd day of September, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John H. Yoder, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

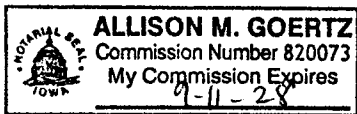


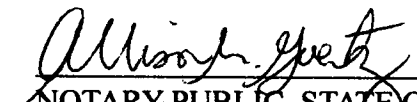

NOTARY PUBLIC, STATE OF IOWA


Joni D. Yoder

STATE OF IOWA, WASHINGTON COUNTY, ss:

On this 3rd day of September, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joni D. Yoder, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.




NOTARY PUBLIC, STATE OF IOWA