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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Prepared by ~~and return to~~: Larry Thorson 4056 Glass Rd NE Cedar Rapids IA 52402 319-393-9090

RETURN TO:
RIVER RIDGE ESCROW CO
4056 GLASS ROAD NE
CEDAR RAPIDS IA 52402

EASEMENT AGREEMENT

This Agreement is made this 27 day of March, 2007, by and between Stanley S. Neipert (Neipert) and Jason P. Driscoll and Kelly A. Driscoll, husband and wife, of Delaware County, Iowa (Driscolls).

BACKGROUND

1. Stanley S. Neipert is the legal titleholder of the following described property located in Delaware County, Iowa, to-wit:

> Parcel Q part of Lot Thirty-Six (36) of Clair-View Acres and part of the Lake Frontage of said Lot 36 all in Section Twenty-Six (26), Township Eighty-Eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa according to plat recorded in Book 2004, Page 3696 of the records of the Delaware County Recorder.

2. Driscolls are the legal titleholders of the following described property located in Delaware County, Iowa, to-wit:

> Lot One Hundred Eleven (111) of "Clair-View Acres at Delhi, Iowa" in Sections 23 and 26, Milo Township, Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 200; also Parcel T Part Of Lot 117 And Part Of Vine Avenue Of Clair View Acres, Section Twenty-Six, Township Eighty-Eight North (T88N), Range Five West (R5W) Of The Fifth Principal Meridian, Delaware County, Iowa, according to Plat recorded in Book 2000, Page 2564.

3. A well that is used for the benefit of the property described in paragraph 2 above is located upon the property described in paragraph 1 above. Driscolls would like to utilize the well and water lines located on the property described in paragraph 1 above.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. EASEMENT. Neipert hereby grants to Driscolls, a non-exclusive easement over that portion of the property described in paragraph 1 of BACKGROUND presently improved by the well and water lines so that Driscolls may utilize said well and water lines.

2. MAINTENANCE. The parties shall maintain said well, water lines, pump and pressure tank in a usable, neat and uniform manner and shall be responsible equally for the cost of said maintenance. In addition, Driscolls shall pay to Neipert $150.00 each September for the use of the well and water lines.

3. BINDING EFFECT. This Agreement shall be binding upon the parties hereto and their respective successors in interest.

4. TERMINATION OF EASEMENT. This Easement shall cease if the well should fail and/or the water production of the well falls below acceptable levels or the water quality falls below potable levels without correction of the condition in thirty days and/or the Driscolls obtain their water from another source.

IT WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.

Stanley S. Neipert

JEAN A. KUEHL
Commission Number 177773
My Commission Expires
1/27/10

Jason P. Driscoll

Kelly A. Driscoll

STATE OF IOWA)
) ss.
COUNTY OF LINN)

This instrument was acknowledged before me on this 27 day of March, 2007, by Jason P. Driscoll and Kelly A. Driscoll.

Notary Public in and for the
State of Iowa

DANA W GOSHON
COMMISSION NUMBER 714228
MY COMMISSION EXPIRES
12/29/07

STATE OF IOWA)
) ss.
COUNTY OF Delaware

This instrument was acknowledged before me on this 27 day of March, 2007, by Stanley S. Neipert.

Jean A. Kuehl
Notary Public in and for the
State of Iowa

NOTARIAL SEAL IOWA
JEAN A. KUEHL
Commission Number 177773
My Commission Expires
1/27/10