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Carla K Becker Auditor
Verified By: CKane

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Return to: (2) EW James Driscoll, 2990 Meadow Glen St., Marion, IA 52302
Preparer Information James C. Holmes, Holmes Law Office, 222 3rd St. SE #314, Cedar Rapids, IA 52401 (319) 365-6259
Individual's Name Street Address City Phone

James C. Holmes ISBA # AT0003604

SPACE ABOVE THIS LINE FOR RECORDER

SHARED WELL AND WATERLINE EASEMENT AGREEMENT

WHEREAS, William L. Ballou and Linda L. Ballou, husband and wife (hereafter, ***Ballou***), are the owners of the following described real estate:

Lot 66 and Lot 67, EXCEPT Parcel I being part of said Lot 67, of Turtle Creek Camp Replat being part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Twenty-five (25), Township Eighty-eight North (T88N), Range 5 West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 1999, Page 4340, also all lake frontage running to the waterfront and then at right angles to the middle of Delhi Lake in respect to and adjoining said Lot 66 and Lot 67, EXCEPT Parcel I;

and

WHEREAS, James J. Driscoll and Mary C. Driscoll, husband and wife (hereafter, ***Driscoll***) are the owners of the following described real estate:

Lot 65 of Turtle Creek Camp Replat being part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Twenty-five (25), Township Eighty-eight North (T88N), Range 5 West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 1999, Page 4340, also all lake frontage running to the waterfront and then at right angles to the middle of Delhi Lake in respect to and adjoining said Lot 65;

and

WHEREAS, the westerly lines of the Ballou parcel are the easterly lines of the Driscoll parcel;

and

WHEREAS, the present owners and the previous owners of the Driscoll parcel and the Ballou parcel have had an unrecorded shared well agreement for the well located under the garage on the Ballou parcel to provide water service to both of the above described parcels;

and

WHEREAS, the parties desire to enter into an agreement to provide for a permanent shared well agreement and waterline easement.

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration exchanged, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Ballou hereby grants to Driscoll a permanent easement to maintain and replace the waterlines running from the well under the garage on the Ballou parcel to the boundary line separating the two parcels, and grants to Driscoll a permanent license to use the well on the Ballou property for all normal household purposes required on the Driscoll parcel.

2. Driscoll hereby agrees to pay Ballou One Hundred Dollars per year ($100) for all ordinary maintenance and utility costs to operate the well, said annual payment to be increased in future years by the same percentage that electricity rates in future years increase above 15¢ per KWH. Ballou acknowledges that Driscoll is paid current under this agreement.

3. Driscoll also agrees to pay one-half of all extraordinary costs required to keep the well in operation, such as any re-drilling of the well or any replacement of pump parts and any extraordinary repairs to the well or pump.

4. Driscoll also agrees to fully compensate Ballou for any damage done to the surface of the Ballou property by reason of any repair, maintenance or replacement of the waterlines running from the well to the boundary line separating the two parcels.

5. This agreement is binding upon Ballou and their successors and assigns in the Ballou parcel, and is binding upon Driscoll and their successors and assigns in the Ballou property, and runs with both parcels of land as described above.

Dated this 10 Aug, 2009.

William L. Ballou

James J. Driscoll

Linda L. Ballou

Mary C. Driscoll

State of Iowa, County of Jones : ss:

This instrument was acknowledged before me on August 10, 2009 by William L. Ballou and Linda L. Ballou, husband and wife.

Sharon Weideman
Commission Number 715457
My Commission Expires 3-8-11

Sharon Weideman
Iowa Notary Public

State of Iowa, County of Linn : ss:

This instrument was acknowledged before me on Aug 1st, 2009 by James J. Driscoll and Mary C. Driscoll, husband and wife.

BRIAN K. MONTZ
Commission Number 723814
My Commission Expires
08/05/09

Iowa Notary Public