Book 2011 Page 2704
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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Return to: Karen Cole, 21826 258th St., Delhi, IA 52223
Prepared by Marcheta R. Cooey, 2607 220th Ave., Delhi, IA 52223 ph: 562 922 2792

WELL EASEMENT AGREEMENT

WHEREAS, a commons area, Lot 9 of HLC North 2nd Subdivision lot in the SE qt of the SE qt of Sec. 24 in Milo TWP, Delaware County, Iowa, is used by the adjoining lots in said Subdivision for parking of cars as well as other activities and purposes.

WHEREAS, the parties on Lots 3, Richard and Karen Cole, Lot 4, Mary Sack and family, Lot 5, Jack and Donna Wilson, and Lot 6, Larry Juhl, drilled a well on said lot for the use of the four above listed, of the area cottages, who have agreed to share in all costs of the well repairs, and/or replacement of the well structure or pump if needed. It was agreed that the well would be placed in the northerly part of Lot 9 close to the north line of Lot 9. The well easement will extend 50 ft. in each direction from the well casing. This will make a square plot 100 ft on each side to protect the system from any future underground sewer systems being constructed closer than 100 feet.

WHEREAS, the parties hereto desire to create for themselves, their heirs, successors, and assigns, a joint road easement and well easement for the purpose of well use, upkeep and maintenance, the land owners and lessees do have the right to use said easement area; however, non of the owners or lessees of Lot 9 have the right to place any septic system or any other ground contaminating system within 100 ft. of well site. Any structure placed on well site by the above parties or additional parties joining in this agreement will agree to pay their share of the added property tax levied on said lot. If the area surrounding the well site is ever developed for sale, it will be the responsibility of the parties of Lots 3,4,5,and 6 to purchase said well site at an agreed appraised price by all parties. Any road maintenance or upkeep of well system is the sole responsibility of the parties occupying lots 3,4,5,and 6 and Hartwick Lake Club takes no responsibility for any costs incurred. The parties of Lots 3,4,5, and 6 will cover well site under their insurance policies or policy and hold land owner harmless of any liability.

THE rights herein granted shall be for the special benefits of the owners of the Lots described herein and shall inure to the benefit thereof and shall run with the land to any future owners thereof so long as the same shall be used and maintained for well purposes.

Dated this 25th day of August 2011.

Richard Cole
Richard Cole

Karen K. Cole
Karen Cole

Mary E. Sack
Mary Sack

Larry Juhl

Jack Wilson
Jack Wilson

Donna Wilson
Donna Wilson

STATE OF Iowa)ss
COUNTY OF Black Hawk)

On this 25th day of August, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jack Wilson and Larry Juhl to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Renae D. Conrad
Notary Public in and for said County and State.

Renae D. Conrad
Print/type Notary Name

RENAE D. CONRAD
COMMISSION NO. 750777
MY COMMISSION EXPIRES
12/5/14

STATE OF Iowa)ss
COUNTY OF Delaware)

On this 29th day of August, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Cole, Karen Cole, Mary Sack and Donna Wilson to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Cynthia L. Orr
Notary Public in and for said County and State.

Cynthia L. Orr
Print/type Notary Name

CYNTHIA L. ORR
Commission Number 171430
MY COMMISSION EXPIRES
OCTOBER 6, 2014