

Recorded: 4/14/2022 at 1:21:10.0 PM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2022 PG: 1198

Recorded: 3/31/2022 at 8:59:15.0 AM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax:  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2022 PG: 1024

Prepared by and

Return to: Paul J. Esker of Bradley & Riley PC, P.O. Box 2804, Cedar Rapids, IA 52406-2804 (319) 363-0101

(Space above this line for recording purposes)

### **JOINT SHARED WELL, POWER ACCESS, AND FUEL BARREL ACCESS AGREEMENT**

This JOINT SHARED WELL, POWER ACCESS, AND FUEL BARREL ACCESS AGREEMENT (this "Agreement") is made this 25th day of March, 2022, by and between SOUTHERN EARLVILLE ACRES, L.L.C. ("Southern Earlville") and LYLE HELLE and MARSHA HELLE, TRUSTEES OF THE LYLE & MARSHA HELLE REVOCABLE TRUST U/D/O JULY 5, 2019 ("Helle Trust").

WHEREAS, Southern Earlville is the legal titleholder of the following described real estate:

PARCEL 2022-19, PART OF PARCEL H IN THE NORTHEAST FRACTIONAL QUARTER (NE FRL  $\frac{1}{4}$ ) OF SECTION TWO (2), TOWNSHIP EIGHTY-EIGHT NORTH (T88N), RANGE FOUR WEST (R4W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 2022, PAGE 700, SUBJECT TO EASEMENTS, SPECIFICALLY EASEMENT A, EASEMENT B, AND EASEMENT C AS DESCRIBED AND DEPICTED IN SAID SURVEY. ("Parcel 2022-19");

WHEREAS, Helle Trust is the legal titleholder of the following described real estate:

PARCEL 2022-18, PART OF PARCEL H IN THE NORTHEAST FRACTIONAL QUARTER (NE FRL  $\frac{1}{4}$ ) OF SECTION TWO (2), TOWNSHIP EIGHTY-EIGHT NORTH (T88N), RANGE FOUR WEST (R4W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 2022, PAGE 700 ("Parcel 2022-18");

WHEREAS, Southern Earlville and Helle Trust wish to enter into this Agreement for the mutual benefit of the properties legally described above; and

NOW THEREFORE, the parties hereby agree as follows:

1. Access to Fuel Barrel Agreement. Southern Earlville and Helle Trust hereby agree that the owner of Parcel 2022-19 shall have the ability to access and use the fuel barrel located on Parcel 2022-18 (the "Fuel Barrel"). The parties further agree that the owner of Parcel 2022-19 shall be solely responsible for all cost and expense of the maintenance of and repairs to the Fuel Barrel. The parties further agree that the owner of Parcel 2022-18 reserves the right to demand removal of the Fuel Barrel from Parcel 2022-18. The parties further agree that if the owner of Parcel 2022-18 demands removal of the Fuel Barrel, the owner of Parcel 2022-19 shall remove the Fuel Barrel within 90 days, at the expense of the owner of Parcel 2022-19. If the owner of PARCEL 2022-19 does not remove the Fuel Barrel within said 90 day period, then the owner of Parcel 2022-18 may remove the Fuel Barrel and may file a notice of lien against Parcel 2022-19, which amount due shall include interest on the unpaid balance at the rate of twelve percent (12%) per annum until paid in full.

2. Access to Power Agreement. The parties agree that the owner of Parcel 2022-18 shall have a perpetual right to access the electrical power located on Parcel 2022-19 and to draw power, so long as the power usage does not unreasonably exceed the current usage rates (the "Power Access"). The parties further agree that the Power Access shall occur at no cost to the owner of Parcel 2022-18. The parties further agree that the owner of Parcel 2022-19 shall be solely responsible for all cost and expense of the maintenance of and repairs to electricity components on Parcel 2022-19.

3. Shared Well Agreement. The parties agree that the owner of Parcel 2022-18 shall have a perpetual right to access and use the well located on Parcel 2022-19 ("the Shared Well").

4. Maintenance and Repair of the Shared Well. The parties agree that the responsibility for all cost and expense of the maintenance of and repairs to the Shared Well shall be as follows: 25% to the owner of Parcel 2022-18; 75% to the owner of Parcel 2022-19. The parties further agree that each such owner agrees to promptly reimburse the other owner for their respective share of such cost and expense incurred by the other owner. Prior to any maintenance to and repair of or replacement of the Shared Well, the owner desiring the maintenance of and repair to or replacement of the Shared Well shall provide written notice to the other owner describing the work to be done at least fifteen (15) days prior to the commencement of the proposed maintenance, repair or replacement and shall include an estimate of the cost and expense of such proposed work. A decision to incur cost or expense to maintain or repair the Shared Well may be made unilaterally by the owner of one of the parcels provided that the cost thereof does not exceed One Thousand Five Hundred Dollars (\$1,500.00) per calendar year. A decision to incur expense to maintain or repair the Shared Well that exceeds One Thousand Five Hundred Dollars (\$1,500.00), or a decision to replace the Shared Well must be made by both owners. Upon failure of an owner to reimburse for costs and expense incurred by other owner under this provision within forty-five (45) days of delivery of a statement for such costs and expenses to the owner responsible for the payment of same, the owner owed for such share may file a notice of lien upon the benefited parcel owned by such non-paying owner, with the unpaid balance of the amount due to include interest at the rate of twelve percent (12%) per annum until paid in full.

5. Indemnification and Hold Harmless. Each owner of a lot described herein (indemnifying party) shall indemnify and hold harmless the owner of the other lot described herein from any and all third party claims for injuries, damages, expenses and/or liabilities arising from such indemnifying party's acts or omissions in the use, maintenance or repair of the Fuel Barrel, the use of the Power Access, or in the use, maintenance or repair of the Shared Well. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees

and costs of defense incurred by the indemnified party. Notwithstanding the foregoing, this indemnification and hold harmless shall only apply to third party claims that are not otherwise covered by the indemnifying party's insurance coverage.

6. Mediation. If any dispute arises regarding the operation and effect of this Agreement, the parties agree that they will submit the dispute to mediation; and if that mediation is not successful, they will have the dispute resolved by binding arbitration. If the parties cannot agree upon an arbitrator, then each party shall pick an arbitrator, and the two shall pick a third.

7. Binding Effect. This Agreement shall run with the land and with the title to the land, be perpetual, and shall inure to the benefit of and be binding on the parties hereto and upon their successors in interest to the Parcel 2022-19 and the Parcel 2022-18.

8. Governing Law. This Agreement shall be construed and governed by the laws of the State of Iowa.

IN WITNESS WHEREOF, Southern Earlville and Helle Trust have executed this Joint Shared Access Easement and Maintenance Agreement as of the date first written above.

SOUTHERN EARLVILLE ACRES, L.L.C.

LYLE & MARSHA HELLE REVOCABLE  
TRUST U/D/O JULY 5, 2019

By: Lyle Helle  
Lyle Helle, Manager

By: Lyle Helle  
Lyle Helle, Trustee

By: Marsha Helle  
Marsha Helle, Trustee

STATE OF IOWA                     )  
  ) ss.  
COUNTY OF JONES)

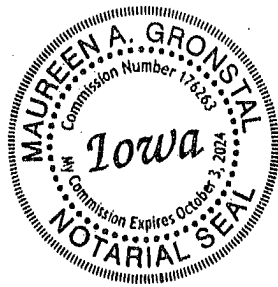
This instrument was acknowledged before me on this 25th day of March, 2022, by Lyle Helle, Manager of SOUTHERN EARLVILLE ACRES, L.L.C.

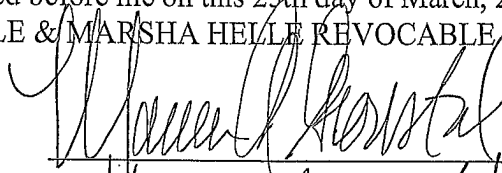


Maureen A. Gronstal  
Maureen A. Gronstal Notary Public

STATE OF IOWA                     )  
  ) ss.  
COUNTY OF JONES                )

This instrument was acknowledged before me on this 25<sup>th</sup> day of March, 2022, by Lyle Helle and Marsha Helle, Trustees of LYLE & MARSHA HELLE REVOCABLE TRUST U/D/O JULY 5, 2019.



  
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Maureen A. Gronstal      Notary Public