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2019 1241 Type 06 006 Pages 4
Date 5/28/2019 Time 10:53:51AM
Rec Amt \$22.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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Prepared By: Kyle R. Maurer, Attorney at Law, 515 Lombard St., P.O. Box 7, Clarence, IA 52216
Phone (563) 452-3713

WATER WELL AGREEMENT

THIS AGREEMENT is entered into this 22nd day of MARCH, 2019 by and between Daniel P. Chapman and Gretchen A. Chapman, husband and wife, hereinafter called "Chapman"; and Dave Nebel and Connie Nebel, husband and wife, hereinafter called "Nebel"; and John W. Jahlas and Karen J. Jahlas, husband and wife, hereinafter called "Jahlas"; and Nadine Carol Tisl, a single person, hereinafter called "Tisl". As used herein, all of the above listed respective parties shall include any and all heirs, successors or assigns of the respective parties, and all subsequent owners of each property as hereinafter described, whether singular or plural parties, and shall be binding upon and inure the benefits hereof unto them.

WHEREAS, Chapman, is the fee simple owner of the following described property:

Lots Six (6) and Seven (7) of Wellman's Seven Coves A Subdivision Of A Parcel In The NE 1/4 Of The NW 1/4 Section 25, T 88 N, R 5 W Of The 5th P.M., Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 30; also Parcel 2018-105 Part Of Parcel 2018-34 Which Was Part Of Lot 5 Of Wellman's Seven Coves And Part of Lot 34 Of Wellman's Seven Coves 2nd Subdivision, All in Section Twenty-Five (25), Township Eighty-Eight North (T88N), Range Five West (R5W) Of The Fifth Principal Meridian, Delaware County, Iowa according to plat recorded in Book 2018, Page 3485; also all lake frontage as pertaining to said Lots Six (6) and Seven (7) and said parcel 2018-105 running to the waterfront and then at right angles to the middle of Delhi Lake.

WHEREAS, Nebel, is the fee simple owner of the following described property, locally known as tax parcel ID no. 250250600400:

Lot Four (4) of Wellman's Seven Coves A Subdivision Of A Parcel in the NE 1/4 Of The NW 1/4 Section 25, T 88 N, R 5 W Of the 5th P.M., Delaware County, Iowa.

WHEREAS, Jahlas, is the fee simple owner of the following described property, locally known as tax parcel ID no. 250250600300:

Lot Three (3) of Wellman's Seven Coves A Subdivision Of A Parcel in the NE 1/4 Of The NW 1/4 Section 25, T 88 N, R 5 W Of the 5th P.M., Delaware County, Iowa.

WHEREAS, Tisl, is the fee simple owner of the following described property, locally known as tax parcel ID no. 250250600200:

Lot Two (2) of Wellman's Seven Coves A Subdivision Of A Parcel in the NE 1/4 Of The NW 1/4 Section 25, T 88 N, R 5 W Of the 5th P.M., Delaware County, Iowa.

The scope, nature, and character of this Agreement shall be as follows:

CHAPMAN currently has a water well located on the CHAPMAN property which is supplying water to NEBEL, JAHLAS, and TISL. CHAPMAN hereby agrees to continue to supply water and hereby grants a perpetual right to the parties to draw water from this well pursuant to the following terms:

Rent: Rent shall be due and payable as follows: Rent shall be \$500 annually, due and payable before June 1st of each calendar year, for any of the above subject properties which contain any permanent or temporary structure, etc. which draws water from the well. Rent shall be \$250 annually, due and payable before June 1st of each calendar year, for any of the above subject properties which DO NOT contain any permanent or temporary structure, etc. which draws water from the well.

Maintenance, Upkeep, and Repairs: Each party shall be individually responsible for maintenance, upkeep, and repairs of their own respective properties' waterline(s). Each party shall equally share expenses for maintenance, upkeep, repairs, and any required replacement of the shared well for its normal and customary usage, including, but not limited to the costs water testing and the pump apparatus.

Use: This Agreement is for private use only, not for the general public. No waste of water or commercial purpose shall be permitted under this agreement.

Cost: Any cost incurred by parties in enforcing the terms of this Agreement against each other, including court costs and attorney fees, and any costs of restoration necessitated by either parties violation of the terms of this grant shall be borne by the party violating the terms of this Agreement.

Applicable Law: This Agreement has been prepared in accordance with the laws of the State of Iowa and the terms shall be construed under the laws of the State of Iowa. If it is determined that any term is invalid, the remainder provisions of this Agreement shall not be affected thereby.

Benefit: This Agreement is in place for the benefit of the non-well owning parties.

Modification of Agreement: This Agreement may be amended, altered, released or revoked, in whole or in part, only by written agreement between the parties hereto or their

assigns or successors-in-interest, which shall be filed in the public records in Delaware County, Iowa.

Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the following have set their hands on the day and year written.

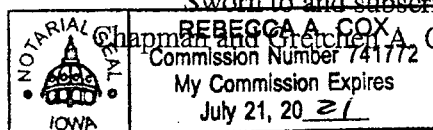
Signed: [Signature]
Daniel P. Chapman, CHAPMAN

Signed: [Signature]
Gretchen A. Chapman, CHAPMAN

Date: 5/24/19

Date: 5-24-19

STATE OF IOWA)
)ss.
COUNTY OF Cedar)



Sworn to and subscribed before me this 24 day of May, 2019, by Daniel P. Chapman and Gretchen A. Chapman.

[Signature]
Notary Public in and for the State of Iowa

Signed: [Signature]
Dave Nebel, NEBEL

Signed: [Signature]
Connie Nebel, NEBEL

Date: 3/22/19

Date: 3-22-19

STATE OF IOWA)
)ss.
COUNTY OF Dubuque)

Sworn to and subscribed before me this 22 day of March, 2019, by Dave Nebel and Connie Nebel.



[Signature]
Notary Public in and for the State of Iowa

Signed: [Signature]
John W. Jahlas, JAHLAS

Signed: [Signature]
Karen J. Jahlas, JAHLAS

Date: 3-28-19

Date: 3-28-19

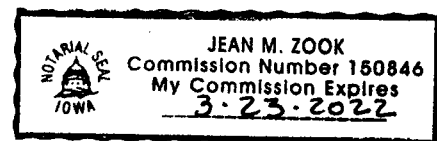
STATE OF IOWA)
)ss.
COUNTY OF Linn)

Sworn to and subscribed before me this 28th day of March, 2019, by John W. Jahlas and Karen J. Jahlas.

[Signature]
Notary Public in and for the State of Iowa

Signed: [Signature]
Nadine Carol Tisl, TISL

Date: 05/15/19



STATE OF IOWA)
)ss.
COUNTY OF Linn)

Sworn to and subscribed before me this 15 day of May, 2019, by Nadine Carol Tisl.

[Signature]
Notary Public in and for the State of Iowa

