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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA



Prepared by and return to: Steve E. Carr, Attorney, Box 333, Manchester, Iowa 52057 (563) 927-4164

Grantors: Joyce Marie Wellman

Grantees: Chad M. Finnell

Jessica L. Finnell

WELL AGREEMENT

Joyce Marie Wellman aka Joyce W. Kessenich, a single person, hereinafter “First Party”; and Chad M. Finnell and Jessica L. Finnell, husband and wife, hereinafter “Second Party”, in consideration of their mutual promises and performances herein agree as follows:

1. First Party is the owner of the following described real estate:

Parcel 2021-80 and Parcel 2021-82 Part Of Lot 17 Of Wellman’s Seven Coves Subdivision 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 2021, Page 2185; 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 Parcel 2021-82; also Lot Twenty (20) and Twenty One (21) of Wellman’s Seven Coves 2nd Subdivision Pt NE NW, Section 25, Twn. 88 Range 5 West of the 5th P.M. Delaware County, Iowa, as recorded in the Office of the Delaware County Recorder in Plat Book 2008, Page 3417; also Lots 18 and 19 in Wellman’s Seven Coves as recorded in Book 6, page 30, in the records of the Recorder of Delaware County, Iowa, and all lake frontage as pertaining to said lots 18 and 19 running to the waterfront and then to right angles to the middle of Delhi Lake as recorded on December 7, 1984 in Book 116, page 105 of the records of the Recorder of Delaware County, Iowa.

2. Second Party is the owner of the following described real estate:

Lot Sixteen (16) of Wellman's Seven Coves A Subdivision Of A Parcel In The NE ¼ Of The NW ¼ 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 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 Sixteen (16); also Lots Twenty Three (23), Twenty Six (26) and Twenty Nine (29) of Wellman's Seven Coves 2nd Subdivision Delaware County, Iowa, according to plat recorded in Book 2008, Page 3417; also Parcel 2014-24 Part Of Lots 27 and 28 Of Wellman's Seven Coves 2nd Subdivision 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 2014, Page 1160; also Parcel 2021-16 Part Of Lot 25 Of Wellman's Seven Coves 2nd Subdivision In Section Twenty-Five (25), Township Eighty-Eight North (T88N), Range Five West (R5W) Of The Fifth Principal Meridian, Delaware County, Iowa, and also Parcel 2021-18 Part Of Lot 24 Of Wellman's Seven Coves 2nd Subdivision 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 2021, Page 745; also Parcel 2021-79 Part Of Lot 22 of Wellman's Seven Coves 2nd Subdivision In Section Twenty-Five (25), Township Eighty-Eight North (T88N), Range Five West (R5W) Of The Fifth Principal Meridian, Delaware County, Iowa, and also Parcel 2021-81 Part Of Lot 17 Of Wellman's Seven Coves Subdivision 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 2021, Page 2185; 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 Parcel 2021-81.

3. A well is located on the above-described real estate owned by First Party.
4. Both of the above-described properties are to be served by the same well pursuant to this agreement.
5. Any repairs or replacement of the well including the pressure tank located on First Party's property shall be shared 2/3 by First Party and 1/3 by Second Party.
6. It is understood that each party will be solely responsible for any repair, maintenance or replacement of water lines on is own property running to the well.

7. First Party grants to Second Party an easement to the well for inspection, maintenance, repair or replacement.

8. Second Party shall pay to a reasonable amount per month for electricity for the pumping of water.


9. Water use is restricted to reasonable residential purposes and no commercial or agricultural water use is allowed without prior approval of the other party.

10. Both parties understand and agree that there is no warranty express or implied as to the quality of the water produced or supplied.

11. Nothing herein should be construed to prohibit Second Party from building an independent well which would remove Second Party from any further obligation herein.

12. This agreement shall be perpetual and shall be binding upon the heirs, successors and assigns of the parties hereto.

Dated this 19th day of May, 2023.



Joyce Marie Wellman



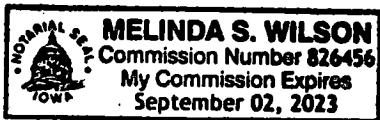
Chad M. Finnell



Jessica L. Finnell

STATE OF IOWA)
) SS
DELAWARE COUNTY)

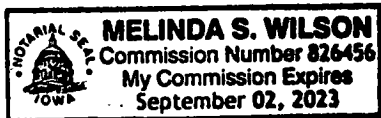
Subscribed and sworn to before me by Joyce Marie Wellman this 19th day of May, 2023.



Melinda S. Wilson
Notary Public in and for State of Iowa

STATE OF IOWA)
) SS
DELAWARE COUNTY)

Subscribed and sworn to before me by Chad M. Finnell and Jessica L. Finnell this 19th day of May, 2023.



Melinda S. Wilson
Notary Public in and for State of Iowa