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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer

Information Thomas J. Hanson 401 East Main Street Manchester, Iowa (563) 927-5920
Individual's Name Street Address City Phone

Thomas J. Hanson, AT0003249

SPACE ABOVE THIS LINE
FOR RECORDER

AMENDMENT TO WATER WELL AGREEMENT

This Agreement made and entered into this 31 day of October, 2018, by and between Linda M. Lahey, a single person, (hereinafter First Party), and Christine N. Boge Revocable Trust (hereinafter Second Party).

WHEREAS, First Party is the owner of the following described real estate located in Delaware County, Iowa (see attached legal description)

AND WHEREAS, Second Party is the owner of the following described real estate located in Delaware County, Iowa:

Lot 18 and the Southwesterly one-half of Lot 17A "Clair-View Acres at Delhi, Iowa" in Sections 23 and 26, Milo Township, Delaware County, Iowa according to plat recorded in Book 2 Plats, Page 200.

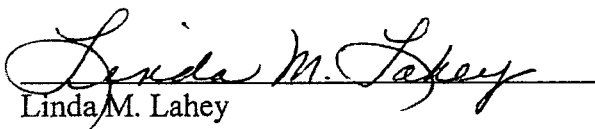
AND WHEREAS, the predecessors in interest to both of these parcels entered into a Well Agreement which was recorded on January 28, 1982 in Book U, Misc., Page 260 of the records of the Delaware County Recorder.

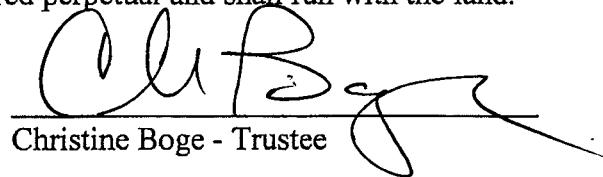
AND WHEREAS, the parties wish to amend this water well agreement with respect to the well shared by the owners of the herein described parcels.

NOW, THEREFORE, in consideration of the mutual benefits to be gained by the parties and the mutual promises contained herein they agree as follows:

1. The owners of the two parcels described herein retain the right to obtain water from the well located on the well property so long as said water well is operational and can be used as a water well.
2. The electricity that operates said well is billed to First Party and Second Party agrees that in order to pay her share of the electricity to operate the well, she agrees to pay the following:

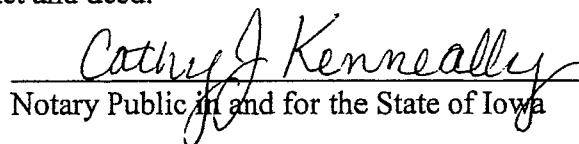
- A. A fee of \$150.00 to be paid by Second Party to First Party on or before May 1 of each year commencing May 1, 2019 to pay Second Party's share of the electricity for operating the well for the months of May, June, July, August, September and October of each year.
- B. Because First Party does not live on the premises in the winter, for the period commencing October 31 through the following May 1st of each year, Second Party will reimburse First Party all the cost for electricity billed to First Party's real estate.
- C. First party retains the right to discontinue providing water for Second Party's property in the event Second Party fails to pay the annual fee referred to Subparagraph A above, or the cost of electricity as referred to in Subparagraph B above, or maintenance and repairs required in Paragraphs 3 and 4 below.
- D. If First Party chooses to occupy in the winter, clause A will apply to the full year.
3. Except as stated herein, the parties shall equally pay the cost of all maintenance and repair for the water well, the pump and related equipment, provided however, that any piping from the well to the individual property, and the cost of any repair and maintenance of said piping, shall be paid by the individual property owner.
4. Because Second Party is the sole user of the well during the winter months, in the event that there is any damage to the well or piping due to use in winter months, Second Party will pay the cost of any repairs and maintenance caused by winter usage such as freezing pipes or damage to the well and related equipment.
5. This Agreement shall continue to be binding upon the parties hereto, their heirs, successors and assigns, shall be considered perpetual and shall run with the land.

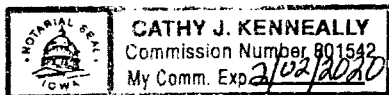

Linda M. Lahey


Christine Boge - Trustee

STATE OF IOWA, COUNTY OF Dubuque, ss:

On this 2nd day of November, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Linda M. Lahey, a single person to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.


Notary Public in and for the State of Iowa



STATE OF IOWA, COUNTY OF Johnson, ss:

On this 3 day of January 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Christine Boge, Trustee of the Christine N. Boge Revocable Trust to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.


Notary Public in and for the State of Iowa

