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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Return To & Taxpayer: Leighton R. Koerperich, 2468 290th Street, Delhi, IA 52223

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WELL AGREEMENT AMENDMENT

This WELL AGREEMENT AMENDMENT (Well Agreement Amendment) is made by and between Dennis L. Wegner, a/k/a Dennis Wegner and Jane K. Wegner, husband and wife, (Wegner); and Ryan D. Wulfekuhle and Tiffany B. Wulfekuhle, husband and wife (Wulfekuhle); Collin D. Koerperich, and Leighton R. Koerperich, f/k/a Leighton R. Aulwes, wife and husband (Koerperich).

WHEREAS, Wegner is the owner of PARCEL B, PART OF THE NW¹/₄ - NE¹/₄ SEC. 9, T87N, R4W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA according to Plat recorded in Book 2007, Page 1759 (Parcel B); and

WHEREAS, Wulfekuhle and Koerperich are the owners of Parcel C Part of the NW 1/4 - NE 1/4 Sec. 9, T87N, R4W of the Fifth P.M., Delaware County, Iowa, according to the plat recorded in Book 2007, Page 1759 (Parcel C); and

WHEREAS, for purposes of this Well Agreement Amendment, each Parcel is considered to have only one "Owner", whether the interest is individual or shared; and

WHEREAS, the foregoing described real estate parcels are subject to, and bound by, the terms of a certain WELL AGREEMENT (Well Agreement) recorded at Book 2007 Page 2458 in the office of the Delaware County Recorder; and

WHEREAS, Wegner, Wulfekuhle, and Koerperich wish to amend the Well Agreement.

NOW, THEREFORE, for good and valuable consideration, it is agreed:

1. The Well Agreement is amended by deleting Paragraph 8 in its entirety, and in lieu thereof substituting the following:

8. The owners of Parcel C pay the owners of Parcel B the sum of \$1.00 per day for the pumping of water from Parcel B to Parcel C, which sum shall be paid annually on the 1st day of November each year. This amount may change based on what is reasonable.

2. The Well Agreement is amended by adding:

13. The owners of Parcel B and Parcel C shall permit water sampling and/or testing to be done at any time by the local authority upon request of either the owners of Parcel B or the owners of Parcel C. Should said sampling and/or testing provide evidence of a significant water quality deficiency, corrective measures to the well may be implemented upon written consent from a majority of the owners of Parcel B and Parcel C. If consent from a majority is not reached, corrective measures shall be made on an individual basis on the water lines running to each of the respective properties.

14. The owners of Parcel B and Parcel C shall maintain, repair, and replace so long as either Parcel requires continued water service from the shared well system. All such maintenance, repair, and replacement shall restore previous system performance.

15. No additional party shall be permitted to share in the use of the well, for any purpose whatsoever; provided, however, that upon an additional amendment to the Well Agreement and Water Well Agreement Amendment providing the consent of the owners of Parcel B and Parcel C, an additional residential supply may be permitted use of the well, subject to the provisions of the Well Agreement and Water Well Agreement Amendment.

16. The owners of Parcel B and Parcel C shall not locate or relocate any element of an individual sewage disposal system within seventy-five feet (75') of the well.

17. The owners of Parcel B and Parcel C shall not install landscaping or improvements, or impair the use of the well, the water lines running to the well, and/or the easements described above.

18. If an emergency situation arises involving the well system requiring immediate action by any party, such party is permitted to take action to correct any such emergency, provided that such party notify all other parties to this agreement as soon as reasonably possible.

19. The Well Agreement and this Water Well Agreement Amendment may be further amended at any time, with the written consent of all owners of Parcel B and Parcel C, with such resulting

amendment to be recorded with the Delaware County Recorder's Office, to ensure that any changes, additions, corrections, or modifications necessary to such Well Agreement and Water Well Agreement Amendment may be enacted and enforced. This includes, but is not limited to, readjustment of shared costs, occupancy or use of an involved Property, or any other such change.

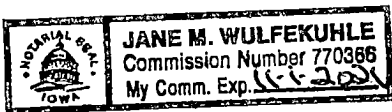
20. The recorded Well Agreement and Water Well Agreement Amendment may not be amended during the term of a federally-insured or federally-guaranteed Mortgage on any Property served, except as provided in Paragraph 9 of the Well Agreement and Paragraph 2(18) of the Water Well Agreement Amendment.

21. Any dispute or impasse between the parties with regard to the system or terms of the Well Agreement and Water Well Agreement Amendment shall submit to binding arbitration, which arbitration shall be through the American Arbitration Association or a similar body and may be initiated at any time by any party to the agreement.

3. To the extent there is a conflict between this Well Agreement Amendment and the Well Agreement, the provisions of this Well Agreement Amendment shall prevail.

Dennis L. Wegner 6-20-2024 Jane K. Wegner 6-20-2024
Dennis L. Wegner Date Jane K. Wegner Date
a/k/a Dennis Wegner

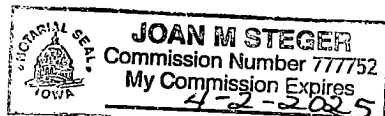
STATE OF IOWA, COUNTY OF Delaware:
This record was acknowledged before me on 6-20-2024, by
Dennis L. Wegner, a/k/a Dennis Wegner and Jane K. Wegner, husband and wife.



Jane Wulfekuhle
Signature of Notary Public

Ryan Wulfekuhle 6-21-24 Tiffany B. Wulfekuhle 6/21/24
Ryan D. Wulfekuhle Date Tiffany B. Wulfekuhle Date

STATE OF IOWA, COUNTY OF Dubuque:
This record was acknowledged before me on 6-21-2024, by
Ryan D. Wulfekuhle and Tiffany B. Wulfekuhle, husband and wife.



Joan M. Steger
Signature of Notary Public

Collin D. Koerperich

6-20-24

Collin D. Koerperich

Date

Leighton R. Koerperich

6-20-24

Leighton R. Koerperich

Date

f/k/a Leighton R. Aulwes

STATE OF IOWA, COUNTY OF Delaware :

This record was acknowledged before me on 6-20-2024, by Collin D. Koerperich and Leighton R. Koerperich, f/k/a Leighton R. Aulwes, husband and wife.

Jane Wulfekuhle

Signature of Notary Public

