Carol Martinsen
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DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
11.00

Preparer Information Thomas J. Hanson, (Individual's Name) 401 East Main Street, (Street Address) Manchester, (City) (319) 927-5920 (Phone)

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE FOR RECORDER

AMENDMENT TO WELL AGREEMENT

This agreement entered into this 26 day of October, 2000, by and between Carole J. Martinsen, a single person, First Party and Edna F. Hanrahan, a single person, Second Party witnesseth:

WHEREAS, First Party and Second Party are respectively the owners of Lots 35 and 36 of Claire View Acres in Sections 23 and 26, Township 88 North, Range 5, West of the Fifth P.M. in Delaware County, Iowa;

AND WHEREAS, the prior titleholders of Lots 35 and 36 entered into a Well Agreement on October 14, 1986 which said agreement was recorded on March 16, 1987 in Book Y, Misc., Page 144 of the records of the Delaware County Recorder;

AND WHEREAS, the parties wish to amend said previously recorded Well Agreement.

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

1. The parties agree that the owners of Lots 33, 34 and 111 of said Clair View Acers Subdivision shall be added as users of water from the well jointly owned by the parties under the terms and conditions set out herein.

2. The electrical expense for the electricity to operate the well as well as a security light jointly used by the parties shall be billed to the owner of Lot 35 and the owner of Lot 35 shall receive $25.00 per month to pay said electrical expense. The owner of said Lot 35 shall also be in charge of collecting the fee for using water from the well from the owners of the said Lots 33, 34 and 111.

3. The owners of Lots 33, 34 and 111 shall each be required to pay $150.00 per year for water. Out of each $150.00 payment that is collected the owner of Lot 35 shall retain $100.00 to cover the electrical expense and shall pay one-half of the balance to the owner of Lot 36 and shall retain the other one-half.

4. The fee for Lot 33 shall be due and payable each year on or before December 1st; the fee for Lot 34 shall be due and payable each year on or before April 1st; the fee for Lot 111 shall be due and payable each year on or before October 1st;

5. All of the terms and conditions of the original agreement dated October 14, 1986 and referred to herein shall continue in force and effect.

First Party:

Carole J. Martinsen
Carole J. Martinsen

Second Party:

Edna F. Hanrahan
Edna F. Hanrahan

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 26 day of October, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Carole J. Martinsen, 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 DELAWARE, ss:

On this 16 day of October, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Edna F. Hanrahan, 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