Book 2022 Page 3691
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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer Information: Jane E. Hanson (Individual's Name) 401 East Main Street, (Street Address) Manchester, Iowa (City) (563) 927-5920 (Phone)
Jane E. Hanson, ICIS#: AT0012697

SPACE ABOVE THIS LINE FOR RECORDER

AMENDMENT TO WELL AGREEMENT AND WATERLINE EASEMENT

This Agreement entered into this 19th day of December, 2022, by and between Jeff Williams and Karmen Williams, husband and wife, hereinafter "Williams", and Kenneth A. Lahr and Mary E. Lahr, husband and wife, hereinafter "Lahr".

WHEREAS, Williams own the following described real estate located in Delaware County, Iowa:

Parcel 2022-103 in Part of Lot 1 of Green Hill Second Addition in the Southeast Quarter of the Northeast Quarter of Section 20, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa according to plat recorded in Book 2022, Page 2918; And Parcels B and C of Lahr's Subdivision, located in part of the Southeast Quarter of the Northeast Quarter of Section 20, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 65, except Parcel 2022-119 in Part of Parcel B of Lahr's Subdivision in the Southeast Quarter of the Northeast Quarter of Section 20, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa according to plat recorded in Book 2022, Page 2919.

AND WHEREAS, Lahr own the following described real estate located in Delaware County, Iowa:

Parcel 2022-119 in Part of Parcel B of Lahr's Subdivision in the Southeast Quarter of the Northeast Quarter of Section 20, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa according to plat recorded in Book 2022, Page 2919; And Parcel D of Lahr's Subdivision, located in part of the Southeast Quarter of the Northeast Quarter of Section 20, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 65.

AND WHEREAS, the Williams and Lahr wish to enter into an Amendment which will amend and supersede a prior Well Agreement and Waterline Easement regarding the herein described well filed August 22, 1994 in Book 5, Page 38 of the records of the Delaware County Recorder in order to establish their rights and obligations with regard to a shared well.

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

WHEREAS, a well with necessary pump and equipment is presently located on Williams' property to draw water therefrom; and

WHEREAS, it is the intention of the parties hereto that Lahr shall have the right to use said well, pump and necessary equipment to furnish water to Lahr's property and maintain such connections to said well and pump for its use;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties as follows:

1. Williams hereby grants and conveys to Lahr the perpetual right and privilege to use the well and pump located on the aforesaid premises of Williams.

2. Williams and Lahr hereby agree that Lahr shall maintain, repair and replace the pump and well equipment on Williams property and pay all expenses of maintenance, repair and replacement so as to keep said well and equipment operable in such a fashion as to supply uninterrupted water service to Lahr's property with no liability for Williams for any maintenance, repair or replacement of any components of the water system. Provided however, that if Lahr no longer needs to draw water from the well, then Lahr shall have no further obligation to pay for maintenance, repairs or replacement of any components of the system. In the event that Williams uses the well in the future, Williams agree to pay one-half of any and all costs for maintenance, repair and replacement of the water system.

3. Lahr agrees to maintain the waterline running from the well to their property at their individual expense such that Williams shall not bear the expense for maintenance, repair or replacement of the waterline serving Lahr's property.

4. In consideration of the sum of One Dollar ($1.00), the receipt and sufficiency of which is hereby acknowledged, Williams hereby gives and grants to Lahr the perpetual right to construct and maintain a waterline under and through Williams' property, the location of said waterline is shown in the previously recorded Well Agreement and Waterline Easement.

5. In consideration of said easement, Lahr agrees to maintain, repair and/or replace said waterline at sufficient depth to not interfere with Williams' use and enjoyment of their property; Lahr further agrees to maintain the water connections from Williams' property to their property at their own expense, any damage to the property of Williams

to be restored to its previous condition as existed just prior to the work being undertaken. Lahr shall have the right to utilize said easement for the purpose of laying, maintaining, repairing and operating said waterline for their property.

6. It is distinctly understood by and between Williams and Lahr that the water used from Williams' well shall be used solely for farming/agricultural purposes on Lahr's property.

7. The benefits, obligations and easements described herein are to and shall run with the land and shall be for the benefit and use of Lahr, as well as their heirs, executors, administrators, successors, assigns and any person or entity who shall hereafter acquire title to either property through Lahr.

First Parties

Jeff Williams

Karmen Williams

Second Parties

Kenneth A. Lahr

Mary E. Lahr

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 19th day of December, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeff Williams and Karmen Williams, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
JANE E. HANSON
Commission Number 791553
My Commission Expires
August 12, 2024

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 5th day of December, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth A. Lahr and Mary E. Lahr, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
JANE E. HANSON
Commission Number 791553
My Commission Expires
August 12, 2024

Notary Public in and for the State of Iowa