



Book 2019 Page 2102

2019 2102 Type 06 006 Pages 4

Date 8/08/2019 Time 10:10:43AM

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By and Return Document To:

DW

Jeffrey L. Walters, Clemens, Walters, Conlon, Runde & Hiatt, L.L.P.
2080 Southpark Court, Dubuque, IA 52003 - (563)582-2926

WATER WELL AGREEMENT

THIS AGREEMENT dated this 2 day of August, 2019, between SS. Peter & Paul Catholic Church, hereinafter called "Grantor" and Lawrence Investments, LLC, hereinafter called "Grantee", WITNESSETH:

WHEREAS, Grantor is the owner of real property located in Delaware County and described as follows:

Lot 1 And Lot 2, All In The Southeast Quarter (SE ¼) Of The
Northeast Quarter (NE ¼) Of Section Five (5), Township Eighty-
Nine North (T89N), Range Three West (R3W) Of The Fifth
Principal Meridian, Delaware County, Iowa, according to the Plat
recorded in Book 2019, Page 943, Excluding Parcel 2019-30;
according to the Plat recorded in Book 219, Page 943

WHEREAS, Grantee is owner of property located in Delaware County and described as follows:

Parcel No. 2019-30 Part Of Lot 1 And Part Of Lot 2, All In The
Southeast Quarter (SE ¼) Of The Northeast Quarter (NE ¼) Of
Section Five (5), Township Eighty-Nine North (T89N), Range
Three West (R3W) Of The Fifth Principal Meridian, Delaware
County, Iowa, according to the Plat recorded in Book 2019, Page
943

WHEREAS, there is now a water system located on Grantor's property which has provided water to Grantee's property and will provide water to Grantee's property, under the following provisions, for which good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS AGREED:

1. Easements Granted. The Grantor hereby grants to Grantee a non-exclusive five (5) year easement from the date of execution of this Agreement by Grantor, for the right to have access to Grantor's water system, and receive water in the amount as reasonable and customary for the anticipated use, at the rate of \$300.00 per year.

2. Maintenance, Repair, and Replacement. Each of the parties will be solely responsible for the cost of maintenance, repair or replacement of the water line from the main line serving their respective property. Grantor is under no obligation to repair or improve the water system, and makes no guarantee of the continued water supply, other than Grantee being entitled to access to the water system that serves Grantor's property as it then exists throughout the term of this agreement.

3. Fees. Grantee agrees to pay to Grantor the sum of \$300.00 per year, payable upon signing this Agreement and on the anniversary date each year for the length of the term of the Agreement.

4. No Warranty of Water. The parties agree that this Agreement shall be construed only as an easement in favor of Grantee to draw water from the water system upon Grantor's property upon the terms and conditions set forth, and shall not constitute an agreement or promise by the Grantor to provide any particular quality or quantity of water. All parties agree that they will refrain from committing any act that will damage the quality or quantity of water.

5. General.

A. This Agreement will be binding on the parties, and their heirs, successors, and assigns. In the event any portion of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

B. Except in the case of emergency, Grantee shall give the Grantor twenty-four (24) hours' notice of any intended access upon Grantor's property for the purposes of maintenance, repair, or replacement. In the event of emergency, Grantee may have access as necessary, but shall notify the Grantor at the earliest practical opportunity by the most expeditious means available. All parties shall have the authority to shut off the water supply to the other properties in the event of emergency or in the event of an uncontrolled flow of water due to mishap or otherwise, but in such event, the party shutting off the water shall give notice to the other parties of such shut off or intended shut off at the earliest practical opportunity by the most expeditious means available.

C. Except as provided in the foregoing paragraph, any notice required by this Agreement shall be given in writing and may be given by mail addressed to the intended recipient at his, her, or their last known address, or may be given in any manner provided by the Iowa Rules of Civil Procedure for the service of an Original Notice. Mailed notice shall be complete on delivery.

D. This Agreement shall run with the land and shall be binding upon the parties and their heirs, successors, and assigns.

IN WITNESS WHEREOF, we have hereunto signed our names this 2 day of August, 2019.

GRANTOR:

GRANTEE:

SS. PETER & PAUL CATHOLIC CHURCH

LAWRENCE INVESTMENTS, LLC

BY:

[Signature]
Reverend Dennis J. Quint, Secretary

BY:

[Signature]
Bradley A. Lawrence, Member

BY:

[Signature]
Lois A. Lawrence, Member

STATE OF IOWA)

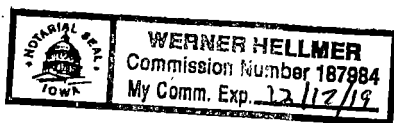
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SS:

DUBUQUE COUNTY)

This record was acknowledged before me on August 2, 2019, by REV. DENNIS J. QUINT as SECRETARY of SS. PETER & PAUL CATHOLIC CHURCH, to me known, who being by me duly sworn did say that said instrument was signed on behalf of said person by authority of his corporate office, acknowledging the execution of said instrument to be the voluntary act and deed of said entity, by it and by him voluntarily executed.

[Signature]
Notary Public in and for said State



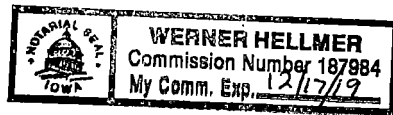
STATE OF IOWA)

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ss:

Dubuque COUNTY)

On this 2nd day of August, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bradley A. Lawrence and Lois A. Lawrence, members of Lawrence Investments, LLC, to me known, who being by me duly sworn did say that they are managing members of said limited liability company, that said instrument was signed on behalf of said limited liability company by authority of its managers, and that the above signed acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it and by them voluntarily executed.



[Signature]
Notary Public in and for said State