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Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

Prepared by and Return to:

John C. Compton, 116½ W. Mission St., Strawberry Point, IA 52076 563-933-4334

**EASEMENT FOR WATERLINE**

Re: Lot Four (4) of "Mescher's Subdivision", a subdivision of the East four-fifths (E 4/5) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Two (2), Township Ninety (90) North, Range Five (5), West of the Fifth Principal Meridian, Delaware County, Iowa, except the South four hundred fifty two (452) feet thereof, according to plat recorded in Book 6 Plats, Page 32.

THIS AGREEMENT, made and entered this 11 day of August, 2022 by and between Edgewood Veterinary Clinic, LLP, 2078 State Hwy. 3, Edgewood, Iowa 52042 (hereinafter referred to as Vet Clinic) and Jordan R. Wegmann, 19034 E Mission Road, Strawberry Point, IA 52076 (hereinafter referred to as Wegmann) as follows:

1. Vet Clinic owns the real estate described above, which is serviced by City Water. Wegmann owns real estate described as follows:

Lot One (1) of "Mescher's Subdivision", a subdivision of the East four-fifths (E 4/5) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Two (2), Township Ninety (90) North, Range Five (5), West of the Fifth Principal Meridian, Delaware County, Iowa, except the South four hundred fifty two (452) feet thereof, according to plat recorded in Book 6 Plats, Page 32.

The above described property is not served by City water. The parties agree to extend the existing waterline with a 2" line from Vet Clinic City hook-up to Wegmann property.

2. Vet Clinic hereby grants an Easement to Wegmann to connect to the City water stub on Vet Clinic's property and to run said water line easterly and northerly under the property of Vet Clinic to provide water service to property of Wegmann. The easement shall include the right to enter upon property (with equipment necessary to install the line) and an ongoing easement to access the property for repairs, inspection, maintenance and operation of the line.

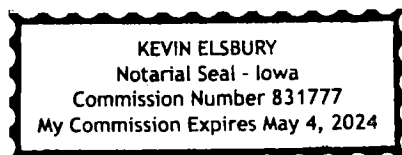
3. Wegmann shall be responsible for all costs associated with initial connection of the line, with the cost of installation of necessary meters, regulators and piping, and for the cost of all water carried by the pipes/lines to its property. Any damage to the driveway and lawn of the Vet Clinic shall be repaired/replaced at cost of Wegmann including grading and re-seeding to restore the property affected by the placement of the waterline. Any future disruption to the property of the Vet Clinic shall be promptly repaired/replaced by Wegmann.
4. Vet Clinic warrants that it is the owner of the above-described property. This Waterline Easement shall not divest the Vet Clinic of any rights or interests in its property. The waterline shall be placed in a location free from obstructions, and the Vet clinic agrees that no obstructions (such as buildings or trees) will be placed in any manner which may interfere with operation or maintenance of the waterline.
5. This Waterline Easement shall run with the land and shall bind the parties and their successors in interest.

EDGEWOOD VETERINARY CLINIC, LLP

By: Shari Varner  
Shari Varner, Partner

STATE OF IOWA, COUNTY OF Delaware, ss:

This instrument was acknowledged before me on August 11, 2022 by Shari Varner as Partner of Edgewood Veterinary Clinic, LLP.

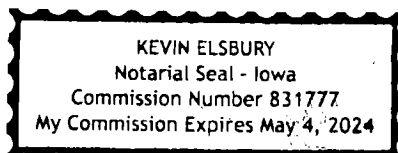


K Elsbury  
Notary Public, State of Iowa

Jordan R. Wegmann  
Jordan R. Wegmann, Owner

STATE OF IOWA, COUNTY OF Delaware, ss:

This instrument was acknowledged before me on August 12, 2022 by Jordan R. Wegmann.



K Elsbury  
Notary Public, State of Iowa