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County Recording Fee: \$17.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$20.00  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2025 PG: 1422

Prepared By and Return To: Todd J. Locher, Locher & Davis PLC, 202 2<sup>nd</sup> Ave NW, PO Box 7, Farley, IA 52046 (563) 744-3359

### WATER WELL AGREEMENT

THIS AGREEMENT dated this 1 day of November, 2024, between SS. Peter & Paul Catholic Church, hereinafter called "Grantor" and Gina M. Diggins f/k/a Gina M. Heiderscheit, 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 (NE¼) 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 2019, Page 943.

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

The North Seventy (70) feet of Lot Four (4) of Mormann Subdivision of Part of Lot One (1) of the Subdivision of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Five (5), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M., according to plat recorded in Book 2 Plats, Page 60.

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 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 set forth in item 3 below.

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. In exchange for SS. Peter & Paul Catholic Church providing water to the above described parcel, Grantee agrees to pay Grantor the sum of \$325.00 per year, payable annually. SS. Peter & Paul Catholic Church reserves the right to increase this annual rate to reflect the costs of furnishing water to the above referenced parcel, up to 5% per year.

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 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 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 17<sup>th</sup> day of

January, 2024  
2025

GRANTOR:

SS. PETER & PAUL CATHOLIC CHURCH

By:

Reverend Christopher R. Podhajsky,  
Secretary

GRANTEE:

Gina M. Diggins  
Gina M. Diggins



STATE OF IOWA )

SS:

COUNTY OF DUBUQUE )

This record was acknowledged before me on Nov 11<sup>th</sup> 2024, by Reverend Christopher R. Podhajsky, 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.

Katie Smock

Notary Public in and for said State

STATE OF IOWA )

SS:

COUNTY OF Dubuque )

Subscribed and sworn to before me this 17<sup>th</sup> day of January, 2025, by Gina M. Diggins f/k/a Gina M. Heiderscheit.

[Signature]  
Notary Public in and for said State

