

Prepared by Jason Lehman, 300 Main Street, Suite 330 Dubuque, IA 52001, 563-589-4381
Return to City Clerk, 50 West 13th Street, Dubuque, IA 52001, 563-589-4120

COVENANT PERTAINING TO WATER SERVICE

THIS AGREEMENT, made and entered into effective the ____ day of _____, 2023, between the City of Dubuque, Iowa (hereinafter called "City"), and Terrence L. and Barbara Bahl (hereinafter called "Owners"), their heirs, successors and assigns,

WITNESSES:

WHEREAS, the aforesaid Owner owns an area of land described as follows ("the Real Estate"):

Lot 5 in Briarwood Subdivision in Dubuque County, Iowa, according to the recorded plat thereof, subject to easements and restrictions of record

WHEREAS, City provides water services to the Real Estate; and,

WHEREAS, said land is within two (2) miles of the City; and,

WHEREAS, Owner may desire to receive rural water service for the Real Estate.

NOW, THEREFORE, the parties hereto agree that:

1. If the Owner of the Real Estate legally described above, the Owner's heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, disconnects from City water and sewer services and obtains such services from a rural water provider prior to annexation of the Real Estate, the Owner, the Owner's heirs, successors, and assigns, including but not limited to future owners of the Real Estate shall be and are hereby fully bound, jointly and severally, to pay to the City the sum of any and all amounts that the City is required to pay as compensation to the rural water service provider for losses resulting from annexation of all or any part of the Real Estate by the City and such amounts as the City may be required or reasonably agree to pay the rural water service provider as a settlement for resolution of any claims, disputes, objections, protests or litigation related to or arising out of the City providing

water service to all or any part of the Real Estate, following annexation of the Real Estate to the City.

2. This covenant and agreement shall be filed for record in the office of the Dubuque County Recorder and all covenants, agreements, promises, and representations hereinstated shall be deemed to be covenants running with the Real Estate and shall endure and be binding on the parties hereto, their mortgagees, lienholders, successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law. The City shall have the right to file a claim to continue its interest in these covenants.

3. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

4. If Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate own, operate, and maintain a private well or water system to supply water to the Real Estate, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate will be allowed to keep, maintain, and replace such well indefinitely upon annexation, if Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate choose to do so.

Executed by the respective signatories effective the date first above written.

CITY OF DUBUQUE, IOWA

ATTEST:

By: _____
Brad M. Cavanagh, Mayor

By: _____
Adrienne Breitfelder, City Clerk

On this ____ day of _____, 2023, before me, a Notary Public in and for said state, personally appeared Brad M. Cavanagh and Adrienne Breitfelder known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in the State of Iowa

My Commission expires _____

OWNER

By: _____

Terrence L. Bahl

By: _____

Barbara Bahl

On this 7th day of March, 2023, before me, a Notary Public in and for said state personally appeared Terrence L. Bahl and Barbara Bahl known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.



Jane M. Glennon

Notary Public in the State of Iowa

My Commission expires 8-9-2025