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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By and Return To:


Myia E. Steines - AT0012316
2080 Southpark Court, Dubuque, IA 52003 (563) 582-2926

INGRESS/EGRESS EASEMENT AGREEMENT

This Ingress/Egress Easement Agreement is made and entered into this 5th day of June, 2019 by and between GERALD B. NURRE and RITA M. NURRE, husband and wife (hereinafter referred to as "NURRE") and EASTERN IOWA REGIONAL UTILITY SERVICE SYSTEMS (hereinafter referred to as "EIRUSS").

RECITALS

WHEREAS, NURRE owns real estate legally described as:

the Northwest Quarter at the Southwest Quarter of Section 4, Township 89 North, Range 3 West of the 5th Principal Meridian, Delaware County, Iowa; and

the Southwest Quarter of the Southwest Quarter of Section 4, Township 89 North, Range 3 West of the 5th Principal Meridian, Delaware County, Iowa (hereinafter collectively referred to as "NURRE'S PARCEL")

WHEREAS, EIRUSS owns real estate legally described as:

Parcel 2019-02 in the Southeast Quarter of the Southwest Quarter of Section 4, Township 89 North, Range 3 West of the 5th Principal Meridian, Delaware County, Iowa (hereinafter referred to as "PARCEL 2019-02"), and

WHEREAS, EIRUSS intends to construct a lagoon waste system located in PARCEL 2019-02, which requires the benefit of an ingress/egress easement crossing "NURRE'S PARCEL", which is depicted on the Plat of Survey attached as Exhibit A; and

NOW, THEREFORE, for and in consideration of the sum of \$10.00 (ten dollars) and other good and valuable consideration, to be paid by EIRUSS to NURRE, the receipt and adequacy of which are hereby acknowledge, NURRE and EIRUSS agree to the following:

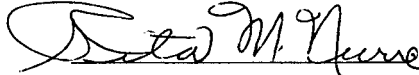
EIRUSS
7100 Commerce Road
Dubuque IA 52003

1. EIRUSS has a perpetual and exclusive 25 (twenty-five) foot easement, along the southern boundary line of the Northwest Quarter at the Southwest Quarter of Section 4, Township 89 North, Range 3 West of the 5th Principal Meridian, Delaware County, Iowa, over a portion of NURRE'S PARCEL, as substantially as shown and/or described on Exhibit A, for ingress/egress in, to, under and over the portion of the NURRE'S PARCEL to PARCEL 2019-02, along with a 40 foot by 40 foot triangular easement located at the Northeast corner of the Southwest Quarter of the Southwest Quarter of Section 4, Township 89 North, Range 3 West of the 5th Principal Meridian, Delaware County, Iowa, , for ingress/egress in, to, under and over the portion of the NURRE'S PARCEL to PARCEL 2019-02, together with the right to enter and access the Easements described herein, without notice to NURRE, twenty-four (24) hours a day, seven (7) days a week, as may be required in connection with the activities and uses described in this Agreement.
2. NURRE grants to EIRUSS the right to construct a road, at EIRUSS'S sole expense, across the route used for ingress and egress.
3. The right for ingress and egress is granted to EIRUSS'S employees, assigns, servants, visitors and licensees, including, construction vehicles/machinery, machinery, trucks, automobiles, or other vehicles or on foot, for the purposes of ingress and egress.
4. The easement at all times shall remain unblocked so as to be freely used for ingress and egress.
5. EIRUSS'S employees, assigns, servants, visitors and licensees, may, at their discretion and expense, construct such improvements in, to, under, and over the Easements, consistent with the construction, operation, and maintenance of the utility piping and pump station, which is located on PARCEL 2019-02, and any other uses specified herein.
6. EIRUSS or their successors in interest shall assume one hundred percent (100%) of the cost of maintaining, repairing and replacing the roadway, with such maintenance, repair and replacement to occur at EIRUSS'S or their successors' in interest sole discretion. In addition, EIRUSS or their successors in interest, shall assume one hundred percent (100%) of the labor and cost of relocating any drain tile that needs to be moved near the proposed entrance off of 300th Avenue for the access road.
7. NURRE represents and warrants to EIRUSS that it is the sole legal owner of indefeasible and marketable title to NURRE'S PARCEL with the right, power and authority to enter into this Agreement and to grant the Easements to EIRUSS, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained and except for the Existing Agreements, no leases, mortgages, deeds of trust or other encumbrances affect NURRE'S PARCEL. NURRE covenants to warrant and defend EIRUSS against any liens and any claims of persons arresting a claim and/or lien.

8. NURRE and EIRUSS shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (a) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (b) out of the use and/or occupancy NURRE'S PARCEL and Easements by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party.
9. This Ingress/Egress Easement Agreement may be amended from time to time by agreement of all of then then respective owners of the lots identified herein. Any amendment, to be effective, must be in writing and filed for record with the Delaware County Recorder.
10. The easements and agreements provided for herein shall be effective upon execution of this Ingress/Egress Easement Agreement by the parties hereto. The easements provided for herein shall run with the land. The easements provided for herein shall insure to the benefit of and be binding upon the respective successors, successors in title, assigns and heirs of each party hereto. Said easement and agreement shall remain in full force and effect and shall be unaffected by any change in ownership.
11. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of NURRE and EIRUSS with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State of Iowa; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of EIRUSS, NURRE shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by EIRUSS for recordation in the public records of the County in which the Property is located; (f) NURRE acknowledges that EIRUSS has not provided any legal or tax advice to NURRE in connection with the execution of this instrument; and (g) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

Gerald B. Nurre and Rita M. Nurre

Eastern Iowa Regional Utility Service
Systems

 Gerald B. Nurre
 Rita M. Nurre

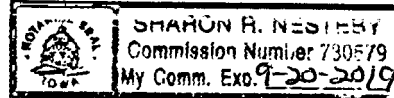
By: 
Larry McDevitt, Chairperson

By: Kelley Hutton Deutmeyer
Kelley Hutton Deutmeyer, Secretary

STATE OF IOWA)
) ss.
DUBUQUE COUNTY)

On this 5th day of June, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Larry McDevitt, to me personally known, who being by me duly sworn, did say that he is the Chairperson of the Eastern Iowa Regional Utility Service Systems, executing the within and foregoing instrument, that said instrument was signed on behalf of Eastern Iowa Regional Utility Service Systems, by authority of its Board of Directors; and that Larry McDevitt, as an officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

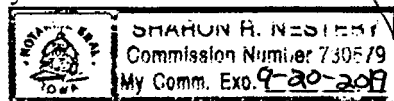
Sharon R. Nestery
Notary Public in and for said State



STATE OF IOWA)
) ss.
DUBUQUE COUNTY)

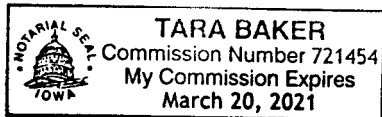
On this 5th day of June, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kelley Hutton Deutmeyer, to me personally known, who being by me duly sworn, did say that she is the Secretary of the Eastern Iowa Regional Utility Service Systems, executing the within and foregoing instrument, that said instrument was signed on behalf of Eastern Iowa Regional Utility Service Systems, by authority of its Board of Directors; and that Kelley Hutton Deutmeyer, as an officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

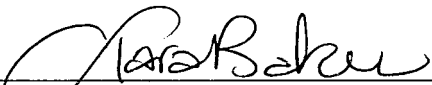
Sharon R. Nestery
Notary Public in and for said State



STATE OF IOWA)
) ss.
DUBUQUE COUNTY)

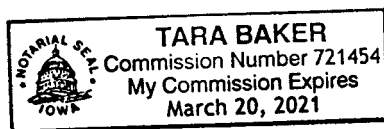
On this 24th day of May, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gerald B. Nurre, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

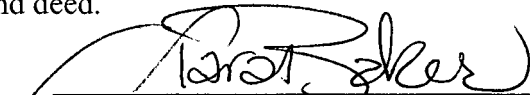



Notary Public in and for said State

STATE OF IOWA)
) ss.
Dubuque COUNTY)

On this 24th day of May, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rita M. Nurre, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.




Notary Public in and for said State