

Recorded: 3/30/2022 at 3:40:30.0 PM
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$35.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2022 PG: 1018

PREPARED BY AND RETURN TO: Myia E. Steines, CWCR&H Law Firm, 2080 Southpark Court, Dubuque, IA 52003; (563) 582-2926 Facsimile: (563) 582-2998

**PUBLIC UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT**

THIS AGREEMENT made and entered into by and between Dale A. Boeckensedt and Linda S. Boeckensedt (hereinafter "GRANTORS") and Eastern Iowa Regional Utility Services System (hereinafter "EIRUSS").

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY
AGREED AS FOLLOWS THAT:

1. THE UNDERSIGNED GRANTORS state that the GRANTORS are the lawful tenants of certain real estate legally described as: Lot One (1) except the North seventeen (17.0) feet of the West seven and five-tenths (7.5) feet thereof, and Lot Twelve (12) except the North seventeen (17.0) feet of the East eighty two and five-tenths (82.5) feet thereof, and further excepting the North one hundred seventy-nine (179.0) feet of the West sixty-two (62.0) feet thereof, and Lot Fourteen (14), of the Plat of the Fractional Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼), the same being a part of Lot One (1) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) all in Section Five (5), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M. in Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 3.
2. The GRANTORS hereby covenants that the GRANTORS are lawfully seized and possessed of the real estate described above, and that the GRANTORS have a good and lawful right to grant the permanent easement described herein.
3. The GRANTORS hereby grants and conveys to EIRUSS an exclusive public utility easement for the purposes of constructing, operating, maintaining, repairing, using and reconstructing a sanitary sewer main and the easement area described and shown in

"Exhibit A" attached hereto and by this reference made a part of, said easement shall also include the actual location of the main once constructed.

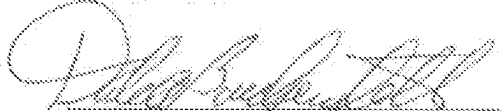
4. EIRUSS shall have the right to make excavations and to grade as it may find reasonably necessary for the construction, installation, operation, repair, maintenance and reconstruction of the sanitary sewer main in the permanent easement area.
5. EIRUSS shall have the right to trim and remove all trees and bushes which may interfere with the exercise of EIRUSS'S rights pursuant to this Agreement.
6. EIRUSS shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to the GRANTOR.
7. The GRANTORS reserve the right to use the above-described easement which shall not interfere with the rights granted in this Agreement.
8. Specifically and without limiting the general restriction of use set forth in Paragraph 7 above, the GRANTORS shall not erect, construct or locate in the permanent easement area any structure or object that would prevent EIRUSS's reasonable access to the permanent easement area or prevent the public's full enjoyment of the rights granted hereunder, nor shall the GRANTORS allow or cause any substantial fill or cut over said easement without the written consent of EIRUSS, which consent shall not be unreasonably withheld.
9. EIRUSS agrees to promptly repair any damages within the permanent easement area, with the intent being to restore the surface of said area to as close to original condition as is reasonably practicable given the permanent rights granted hereunder.
10. Without limiting the generality of the preceding provisions of this Agreement, the GRANTORS do hereby further convey herein to EIRUSS an exclusive temporary construction easement for the purpose of constructing the Project. Further, said temporary construction easement shall automatically terminate and become nonexistent after the construction is fully completed.
11. EIRUSS shall indemnify GRANTORS against (i) any loss, damage or injury to the GRANTORS or the GRANTORS' property, and (ii) any loss, damage, injury, claim or other liability to any third party which may occur as a result of EIRUSS's, or its representatives', agents', or contractors' exercise of its property rights and its easement rights granted hereunder. The GRANTORS shall indemnify EIRUSS against (i) any loss, damage or injury to EIRUSS or EIRUSS 's property, and (ii) any loss, damage, injury, claim or other liability to any third party which may occur as a result of the GRANTORS', or its representatives', agents', or contractors' exercise of its property rights and its easement rights granted hereunder.
12. The provisions hereof shall inure to the benefit of and bind the heirs, successors, personal representatives and assigns of the respective parties hereto, and all covenants shall apply

to and run with the land. This Agreement shall be recorded at the time of its execution with the understanding that EIRUSS has complete and absolute sole ownership, use and control of the facilities and equipment constructed in the permanent easement area in accordance with the grant of rights conveyed herein.

13. This written Public Utility Easement and Temporary Construction Easement Agreement is intended to set forth all of the commitments, responsibilities and obligations as between the GRANTORS and EIRUSS in connection with the easement rights granted herein.
14. The GRANTORS' compensation for this easement, and conditions for entry to the property, are \$1.00, to be paid in full at time of signing and GRANTORS hereby confirms receipt of said payment in full.
15. In the event it is necessary for EIRUSS to enter upon Grantors' land for the purpose of installation, maintenance, and/or repair of said utility services, EIRUSS will provide Grantors with notice of its intent to enter onto Grantors' land for said purposes, as early as reasonably practical.

Dated this 27th day of March, 2021

GRANTORS:


Dale A. Boeckenstedt


Linda S. Boeckenstedt

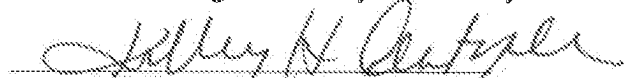
EIRUSS:

Eastern Iowa Regional Utility Services System


Larry McDevitt, Chair

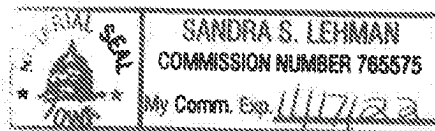
EIRUSS:

Eastern Iowa Regional Utility Services System


Kelley H. Deutmeyer, Secretary

STATE OF Iowa, COUNTY OF Delaware

This affidavit was signed and sworn to (or affirmed) before me this _____ day of March 27, 2021, by Dale A. Boeckenstedt and Linda S. Boeckenstedt.



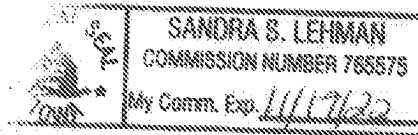

Signature of Notary Public

STATE OF IOWA, COUNTY OF Delaware ss:

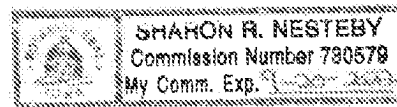
On this 27th day of March, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dale and Linda Boeckenstedt to me personally known, who being by me duly sworn, did say that

they are the Grantors and Grantors respectively, of said corporation; that (no seal has been procured by the said) (the seal affixed thereto is the seal of said) corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said _____ and _____ as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Sandra S. Lehman
Notary Public in and for said State



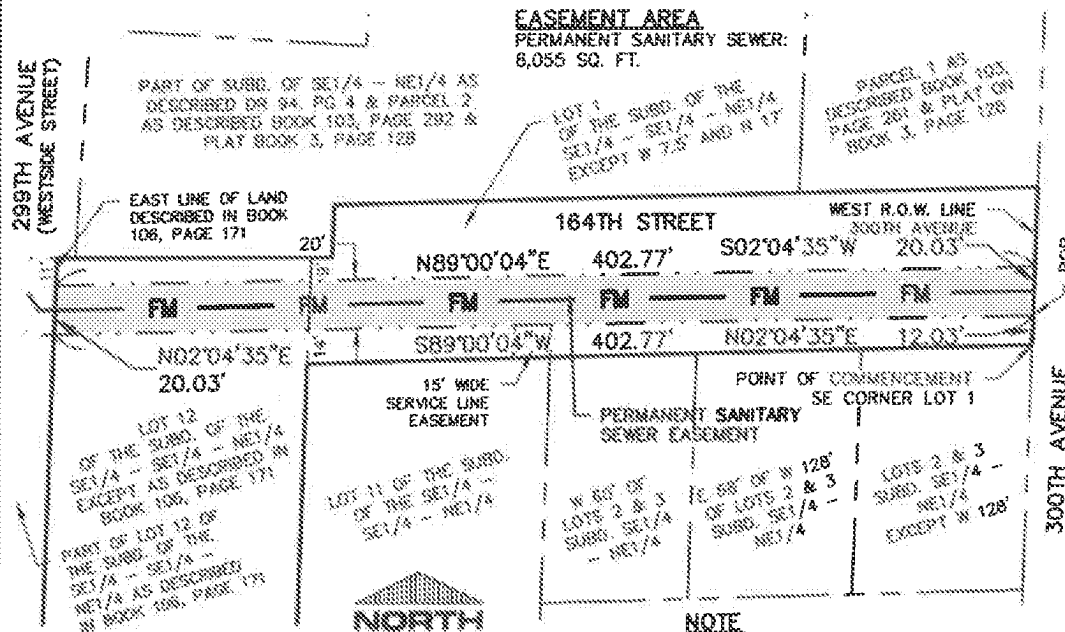
STATE OF IOWA, COUNTY OF Dubuque ss: On this 26th day of
May, 2021, before me, the undersigned, a Notary Public in and for said
County and State, personally appeared Larry McDevitt and Elleg H. Beckmeyer to
me personally known, who being by me duly sworn, did say that they are the
Chair and Secretary respectively, of said corporation;
that (no seal has been procured by the said) (the seal affixed thereto is the seal of said)
corporation; that said instrument was signed and sealed on behalf of said corporation by
authority of its Board of Directors; and that the said Chair and Secretary as
such officers, acknowledged the execution of said instrument to be the voluntary act and deed
of said corporation, by it and by them voluntarily executed. Sharon R. Nesteby
Notary Public in and for said State



Index Legend	
Location:	LOT 1 & LOT 12 SE1/4 - SE1/4 - NE1/4 SEC. 5, T89N, R3W DELAWARE COUNTY IOWA
Proprietor:	BOECKENSTEDT, DALE A & LINDA S
Requestor:	EIRUSS
Surveyor:	JOHN M. TRANMER
Surveyor Company:	IHW, P.C., 4155 PENNSYLVANIA AVE DUBUQUE, IOWA 52002-2628 PHONE: (563)556-2464

FOR RECORDING USE

EASEMENT EXHIBIT **A PERMANENT SANITARY SEWER EASEMENT LYING WITHIN** **LOT 1 EXCEPT W 7.5' AND N 17' & PART OF LOT 12 OF** **THE SUBDIVISION OF THE SE1/4 - SE1/4 - NE1/4 SEC. 5,** **T89N, R3W, DELAWARE COUNTY, IOWA**



LEGAL DESCRIPTION

A PERMANENT SANITARY SEWER EASEMENT LYING WITHIN LOT 1 & PART OF LOT 12 OF THE SUBDIVISION OF THE SE1/4 - SE1/4 - NE1/4, SEC. 5, T89N, R3W, DELAWARE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 02 DEGREES 04 MINUTES 35 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF 300TH AVENUE, 12.03 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 00 MINUTES 04 SECONDS WEST TO THE EAST LINE OF LAND DESCRIBED IN BOOK 106, PAGE 171, 402.77 FEET;
 THENCE NORTH 02 DEGREES 04 MINUTES 35 SECONDS EAST ALONG SAID EAST LINE, 20.03 FEET;
 THENCE NORTH 89 DEGREES 00 MINUTES 04 SECONDS EAST, 402.77 TO SAID WEST RIGHT-OF-WAY LINE;
 THENCE SOUTH 02 DEGREES 04 MINUTES 35 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 20.03 FEET TO THE POINT OF BEGINNING.

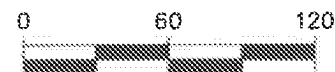
CONTAINING 8,055 SQUARE FEET, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT-OF-WAY RECORD AND NOT OF RECORD.

NOTE
 THIS SURVEY IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD AND NOT OF RECORD.

LEGEND

PROPERTY BOUNDARY
 LOT LINE
 EASEMENT LINE
 SECTION LINE
 EASEMENT AREA
 SECTION
 RIGHT-OF-WAY
 RECORDED AS
 POINT OF BEGINNING

GRAPHIC SCALE



1" = 60'

DRAWING MAY HAVE BEEN REDUCED

	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.			ARCHITECTURE CIVIL ENGINEERING CONSTRUCTION SERVICES ENVIRONMENTAL SCIENCE LAND SURVEYING MECHANICAL ENGINEERING STRUCTURAL ENGINEERING TRANSPORTATION ENGINEERING
	FOR IHW, P.C. 			DATE: 12/6/20
	LICENSE NO. 12631 MY LICENSE RENEWAL DATE IS 12/31/2020			DRAWN: [] DATE: [] CHECKED: [] DATE: [] DATE: 12-4-20 SHEET 1 of 1
	PAGES OR SHEETS COVERED BY THIS SEAL THIS SHEET ONLY			IHW 2020 CHARTERED LAND SURVEYORS EASEMENT