

Recorded: 3/30/2022 at 3:40:31.0 PM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2022 PG: 1019

PREPARED BY AND RETURN TO: Myla E. Steines, CWC&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 Jeffrey Weber (hereinafter "GRANTOR") 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 GRANTOR states that the GRANTOR is the lawful tenant of certain real estate legally described as: Lot Three (3) of Heavenly Heights Subdivision, a subdivision of Parcel "B" a part of Lots 1 and 2 of the subdivision of the East one-half (E ½) of the Northeast Quarter (NE ¼) of Section Five (5), Township Eighty-nine North, Range Three West of the 5th P.M., Delaware County, Iowa, according to the plat recorded in Book 7 Plats, Page 64.
2. The GRANTOR hereby covenants that the GRANTOR is lawfully seized and possessed of the real estate described above, and that the GRANTOR has a good and lawful right to grant the permanent easement described herein.
3. The GRANTOR 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, service lines, 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 and service lines 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 and service lines in the permanent easement area.

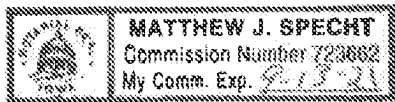
5. EIRUSS shall have the right to trim and remove all trees and bushes which may interfere with the exercise of EIRUSS'S rights pursuant to this Agreement.
6. EIRUSS shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to the GRANTOR.
7. The GRANTOR reserves 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 GRANTOR 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 GRANTOR 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 GRANTOR does 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 GRANTOR against (i) any loss, damage or injury to the GRANTOR or the GRANTOR's 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 GRANTOR 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 GRANTOR 's, 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 GRANTOR and EIRUSS in connection with the easement rights granted herein.
14. The GRANTOR's compensation for this easement, and conditions for entry to the property, are \$1.00, to be paid in full at time of signing and GRANTOR hereby confirms receipt of said payment in full.
15. In the event it is necessary for EIRUSS to enter upon Grantor's land for the purpose of installation, maintenance, and/or repair of said utility services, EIRUSS will provide Grantor with notice of its intent to enter onto Grantor's land for said purposes, as early as reasonably practical.

Dated this 22nd day of September, 2021.

GRANTORS:

Jeffrey G. Weber
Jeffrey Weber



EIRUSS:

Eastern Iowa Regional Utility Services System

Larry McDavitt, Chair

EIRUSS:

Eastern Iowa Regional Utility Services System

Kelley H. Deutmeyer, Secretary

STATE OF Iowa, COUNTY OF Delaware

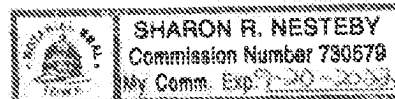
This affidavit was signed and sworn to (or affirmed) before me this 4th day of August, 2021 by Jeffrey Weber.

Michael J. Smith
Signature of Notary Public

STATE OF IOWA, COUNTY OF Dubuque ss:

On this 22nd day of September, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Larry McDavitt and Kelley H. Deutmeyer 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.

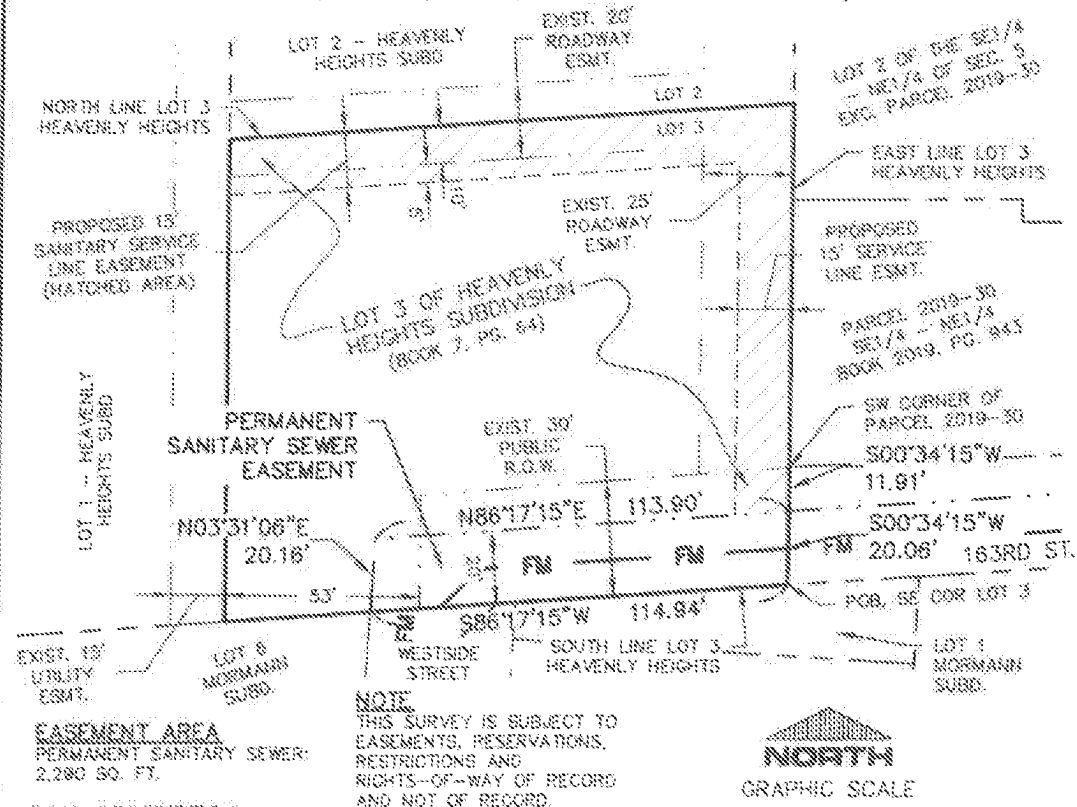
Sharon R. Nesteby
Notary Public in and for said State



Index Legend	
Location:	LOT 3 HEAVENLY HEIGHTS E1/2 - NE1/4 SECTION 5, T89N, R3W DELAWARE COUNTY IOWA
Proprietor:	WEBER, JEFFREY
Requester:	EIRLISS
Surveyor:	JOHN M. TRAMER
Surveyor Company:	PM, P.C., 4155 PENNSYLVANIA AVE DUBUQUE, IOWA 52002-2828 PHONE: (563) 536-2464

EASEMENT EXHIBIT

A PERMANENT SANITARY SEWER EASEMENT LYING WITHIN LOT 3
HEAVENLY HEIGHTS SUBDIVISION IN THE E1/2 - NE1/4 OF
SECTION 5, T89N, R3W, DELAWARE COUNTY, IOWA



EASEMENT AREA
PERMANENT SANITARY SEWER:
2,290 SQ. FT.

LEGAL DESCRIPTION

A PERMANENT SANITARY SEWER EASEMENT LYING WITHIN LOT 3 OF HEAVENLY HEIGHTS SUBDIVISION IN THE E1/2 - NE1/4, SECTION 5, T89N, R3W, DELAWARE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

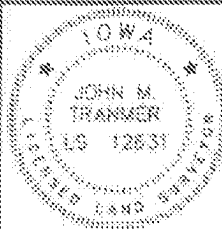
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3;
THENCE SOUTH 88 DEGREES 17 MINUTES 15 SECONDS WEST
ALONG THE SOUTH LINE OF SAID LOT 3, 114.94 FEET;
THENCE NORTH 03 DEGREES 31 MINUTES 08 SECONDS EAST,
20.18 FEET;
THENCE NORTH 88 DEGREES 17 MINUTES 15 SECONDS EAST,
113.90 FEET TO THE EAST LINE OF SAID LOT 3;
THENCE SOUTH 00 DEGREES 34 MINUTES 15 SECONDS WEST
ALONG SAID EAST LINE, 20.05 FEET TO THE POINT OF
BEGINNING.

CONTAINING 2,290 SQUARE FEET, MORE OR LESS, AND
SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTION AND
RIGHT-OF-WAY RECORD AND NOT OF RECORD.

DRAWING MAY HAVE BEEN REDUCED

LEGEND

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



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.

FOR PM, P.C.

John M. Tramer 12/31/20
JOHN M. TRAMER

LICENSE NO. 12831 MY LICENSE RENEWAL DATE IS 12/31/2020

PAGES OR SHEETS COVERED BY THIS SEAL THIS SHEET ONLY



MEMBERSHIP
ON BEHALF OF
CONSTRUCTION SERVICES
MECHANICAL CONTRACTORS
AND SURVEYING
NATURAL ENVIRONMENT
PROFESSIONAL ENGINEERING
PROFESSIONAL LANDSCAPE

DATE	12-3-20	SHEET	1 OF 1
DRAWN	ONE	PLAT	NO. 12831
CHECKED	JMT	PROJ.	NO. 12831
P.L. 12831 SANITARY SEWER EASEMENT			