

Recorded: 3/30/2022 at 3:40:32.0 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: 1020

PREPARED BY AND RETURN TO: Myia 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 St. Peter's & Paul Catholic Church (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 Two (2) of the Subdivision of the Southeast Quarter (SE 1/4) of Northeast Quarter (NE 1/4) and Lot Two (2) of the Subdivision of the Northeast Quarter (NE 1/4) of Northeast Quarter (NE 1/4) of Section Five (5) Township Eighty Nine (89) North Range Three (3) West of the Fifth P.M. according to plat recorded in Book A Page 2, excepting Heavenly Heights Subdivision according to plat recorded in Book 7 Page 64 and further excepting Parcel 2019-30 according to plat recorded in Book 2019 Page 943.
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 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, 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 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 19 day of April, 2021.

GRANTORS:

[Signature]
St. Peters & Pauls Catholic Church

EIRUSS:

Eastern Iowa Regional Utility Services System

[Signature]
Larry McDevitt, Chair

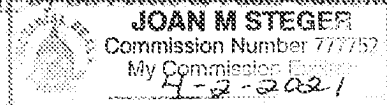
EIRUSS:

Eastern Iowa Regional Utility Services System

[Signature]
Kelley H. Deutmeyer, Secretary

STATE OF Iowa, COUNTY OF Dubuque

This affidavit was signed and sworn to (or affirmed) before me this 19 day of April, 2021, by St. Peters & Pauls Catholic Church.

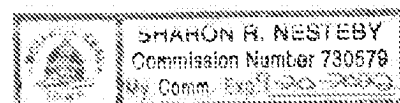


[Signature]
Signature of Notary Public

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 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.

[Signature]
Notary Public in and for said State

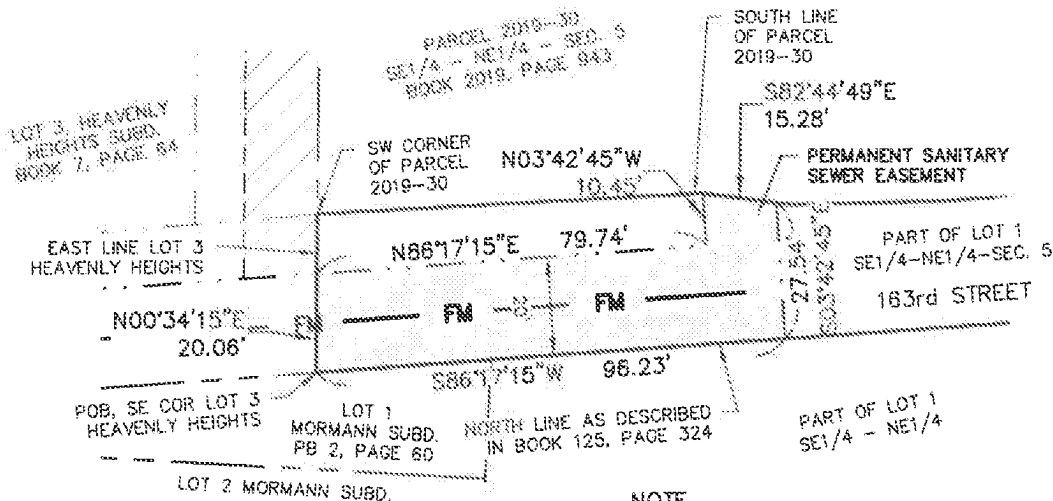


Index Legend	
Location:	S1/2 - LOT 2 E1/2 - NE1/4 SEC. 5, T89N, R3W DELAWARE COUNTY IOWA
Proprietor:	CATHOLIC CHURCH, ST. PETERS, ST. PAULS
Requestor:	IRU55
Surveyor:	JOHN M. TRAMMER
Surveyor Company:	IIW, P.C., 4155 PENNSYLVANIA AVE DUBUQUE, IOWA 52002-2628 PHONE: (563)566-2454

FOR RECORD USE

EASEMENT EXHIBIT

A PERMANENT SANITARY SEWER EASEMENT LYING
WITHIN PART OF LOT 1 OF THE SE1/4 - NE1/4,
SECTION 5, T89N, R3W, DELAWARE COUNTY, IOWA



EASEMENT AREA

PERMANENT SANITARY SEWER: 2,045 SQ. FT.

LEGAL DESCRIPTION

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

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3 OF
HEAVENLY HEIGHTS SUBDIVISION, DELAWARE COUNTY, IOWA;

THENCE NORTH 00 DEGREES 34 MINUTES 15 SECONDS
EAST ALONG THE EAST LINE OF SAID LOT 3, 20.06 FEET;
THENCE NORTH 86 DEGREES 17 MINUTES 15 SECONDS
EAST, 79.74 FEET;
THENCE NORTH 03 DEGREES 42 MINUTES 45 SECONDS
WEST, 10.45 FEET TO THE SOUTH LINE OF PARCEL
2019-30, AS RECORDED IN BOOK 2019, PAGE 943;
THENCE SOUTH 82 DEGREES 44 MINUTES 49 SECONDS
EAST ALONG SAID SOUTH LINE, 15.28 FEET;
THENCE SOUTH 03 DEGREES 42 MINUTES 45 SECONDS
EAST, 27.54 FEET TO THE NORTH LINE AS DESCRIBED IN
BOOK 125, PAGE 324;
THENCE SOUTH 86 DEGREES 17 MINUTES 15 SECONDS
WEST ALONG SAID NORTH LINE AND THE NORTH LINE OF
LOT 1 OF MORMANN SUBDIVISION (PLAT BOOK 2, PAGE
60), 96.23 FEET TO THE POINT OF BEGINNING.

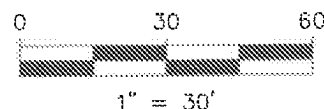
CONTAINING 2,045 SQUARE FEET, MORE OR LESS, AND
SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTION
AND RIGHT-OF-WAY RECORD AND NOT OF RECORD.

NOTE

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

NORTH

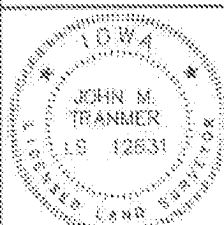
GRAPHIC SCALE



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 IIW, P.C.

John M. Trammer 12/6/20
JOHN M. TRAMMER

LICENSE NO. 12831

MY LICENSE RENEWAL DATE IS 12/31/2020

PAGES OR SHEETS COVERED BY THIS SEAL

THIS SHEET ONLY

 ILLINOIS INDIAN WARRIOR ARCHITECTURE CIVIL ENGINEERING CONSTRUCTION SERVICES LAND SURVEYING MUNICIPAL ENGINEERING STRUCTURAL ENGINEERING	
DRAWN: []	PLAT NO.: []
CHECKED: []	PROJECT NO.: 10025001
DATE: 12-5-20	SHEET: 1 of 1