

Recorded: 3/30/2022 at 3:40:34.0 PM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2022 PG: 1021

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 Anthony Overmann (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: That part of Lot Twelve (12) 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 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 (89N) Range Three (3) W. of the 5th Meridian in Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 3, described as commencing at the Northwest corner of Lot Twelve (12) of said Subdivision, and running thence East sixty two (62.0) feet, thence South one hundred seventy nine (179.0) feet, thence West sixty two (62.0) feet, thence North one hundred seventy nine (179.0) feet to the point of beginning.
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.

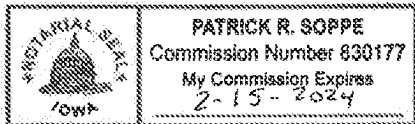
13. This written Public Utility Easement and Temporary Construction Easement Agreement is intended to set forth all of the commitments, responsibilities and obligations as between the GRANTOR and EIRUSS in connection with the easement rights granted herein.
14. The GRANTOR's compensation for this easement, 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 4th day of March, 2022.

GRANTORS:

Anthony Overmann

Anthony Overmann



EIRUSS:

Eastern Iowa Regional Utility Services System

[Signature]

EIRUSS:

Eastern Iowa Regional Utility Services System

[Signature]

STATE OF Iowa, COUNTY OF Dubuque

This affidavit was signed and sworn to (or affirmed) before me this 4th day of March, 2022 by Anthony Overmann.

[Signature]

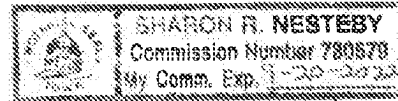
Signature of Notary Public

STATE OF IOWA, COUNTY OF Dubuque ss:

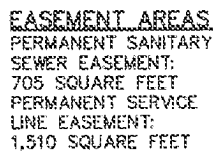
On this 23rd day of March, 2022 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Larry McCreith and Kelly H. Deutinger to me personally known, who being by me duly sworn, did say that they are the Chair and Secretary respectively, of said corporation; 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 _____ 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.

Sharon R. Nesteby
Notary Public in and for said State



A PERMANENT SANITARY SEWER EASEMENT AND A 10-FOOT
WIDE PERMANENT SERVICE LINE EASEMENT LYING WITHIN PART
OF LOT 12 OF THE SUBDIVISION OF THE SE1/4 - SE1/4 -
NE1/4 SECTION 5, T89N, R3W, DELAWARE COUNTY, IOWA



A PERMANENT SANITARY SEWER EASEMENT LYING WITHIN 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:

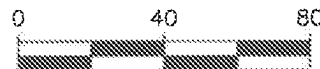
BEGINNING AT THE NORTHEAST CORNER OF THAT LAND DESCRIBED IN BOOK 108, PAGE 171, AND LYING WITHIN SAID LOT 12;
THENCE SOUTH 02 DEGREES 04 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF SAID DESCRIBED LAND, 30.92 FEET;
THENCE SOUTH 89 DEGREES 00 MINUTES 04 SECONDS WEST 10.89 FEET;
THENCE NORTH 36 DEGREES 20 MINUTES 44 SECONDS WEST, 34.87 FEET;
THENCE NORTH 03 DEGREES 31 MINUTES 06 SECONDS EAST, 3.01 FEET TO THE NORTH LINE OF SAID LOT 12;
THENCE SOUTH 89 DEGREES 59 MINUTES 37 SECONDS EAST ALONG SAID NORTH LINE, 32.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 705 SQUARE FEET, MORE OR LESS, AND
SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS,
AND RIGHT-OF-WAY RECORD AND NOT OF RECORD.

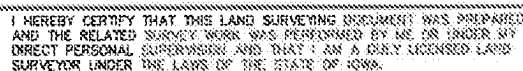
PROPERTY BOUNDARY
LOT/R.O.W. LINE
EASEMENT LINE
EASEMENT AREA
SECTION
RIGHT-OF-WAY
RECORDED AS
POINT OF BEGINNING

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

GRAPHIC SCALE


$$1^{\circ} = 40'$$

DRAWING MAY HAVE BEEN REDUCED



FOR ORIGIN DESIGN CO.

2/2/22

LICENSE NO. 17831 MY LICENSE RENEWAL DATE IS 12/31/2022

PAGES OR SHEETS COVERED BY THIS SEAL _____ THIS SHEET ONLY _____

origin

800 556-4491 origindecor.com

DRAWN BY	PLAT NO.
DESIGNED BY	PROJ. NO.
DATE	SHEET 1 of 1