

**Recorded: 3/30/2022 at 3:40:35.0 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: 1022**

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

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

THIS AGREEMENT made and entered into by and between Rodney E. Hooton and Nancy J. Hooton (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 Seven (7) of Mormann Subdivision of part of Lot One (1) of Subdivision of Southeast Quarter (SE1/4) of Northeast Quarter (NE1/4) of Section Five (5), Township Eighty Nine (89) North, Range Three (3), West of the Fifth Principal Meridian, according to the plat recorded in Book 2 Plats, Page 60.
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, 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 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 9 day of March, 2022.

GRANTORS:

Rodney E. Hooton  
Rodney E. Hooton

EIRUSS:

Eastern Iowa Regional Utility Services System

EIRUSS:

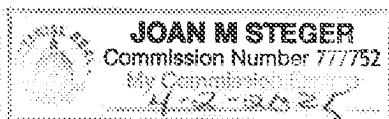
Eastern Iowa Regional Utility Services System

Nancy J. Hooton  
Nancy J. Hooton

Kelly H. Outman

STATE OF Iowa, COUNTY OF Dubague

This affidavit was signed and sworn to (or affirmed) before me this 9 day of March, 2022 by Rodney E. Hooton and Nancy J. Hooton.

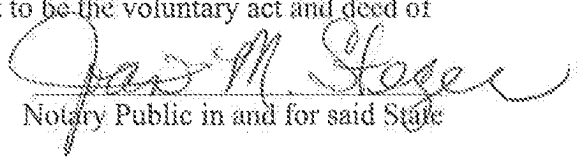


Joan M. Steger  
Signature of Notary Public

STATE OF IOWA, COUNTY OF Dubague ss:

On this 9 day of March, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rodney E. Hooton and Nancy J. Hooton to me personally known, who being by me duly sworn, did say that they are the GRANTORS and EIRUSS 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.

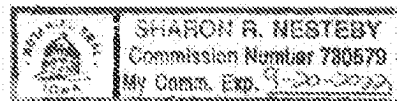
  
Notary Public in and for said State

STATE OF IOWA, COUNTY OF Dubuque ss:

On this 23<sup>rd</sup> day of March, 2022, 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.

Sharon R. Nesteby

Notary Public in and for said State.

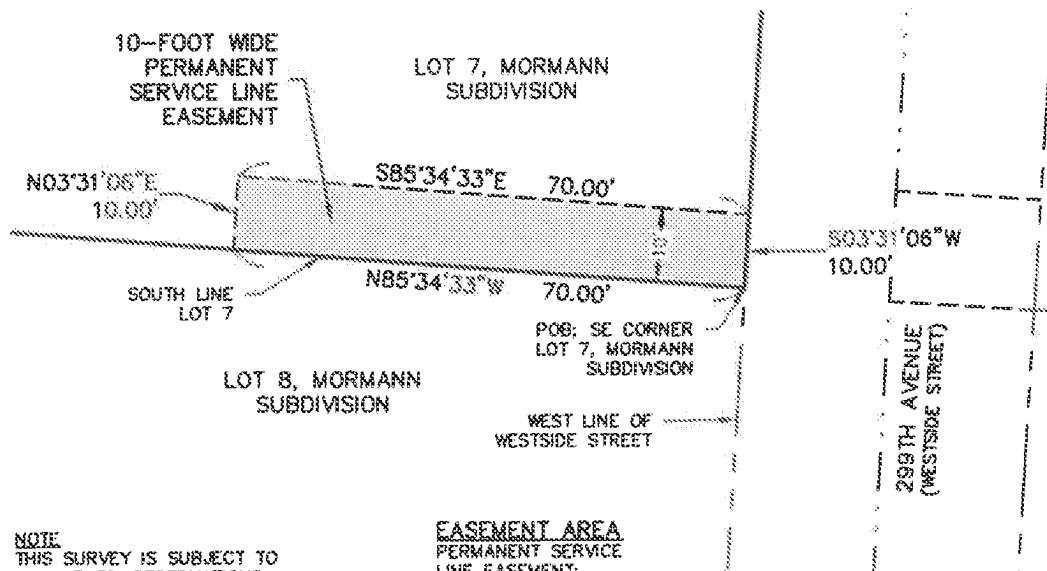


Index Legend	
Location:	LOT 7, MORMANN SUBD. PART OF LOT 1 -- SE1/4 -- NE1/4 SEC. 5, T89N, R3W DELAWARE COUNTY IOWA
Proprietor:	HOOTON, RODNEY E. & NANCY J.
Requestor:	EIRUSS
Surveyor:	JOHN M. TRANMER
Surveyor Company:	ORIGIN DESIGN CO., 137 MAIN STREET DUBUQUE, IOWA 52001-7677 PHONE: (563) 556-2464

FOR RECORD USE

## EASEMENT EXHIBIT

A 10-FOOT WIDE PERMANENT SERVICE LINE EASEMENT  
LYING WITHIN LOT 7 OF MORMANN SUBDIVISION OF PART  
OF LOT 1 OF THE SUBDIVISION OF THE SE1/4 -- NE1/4  
OF SECTION 5, T89N, R3W, DELAWARE COUNTY, IOWA



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

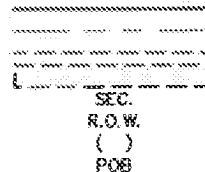
**EASEMENT AREA**  
PERMANENT SERVICE  
LINE EASEMENT;  
700 SQUARE FEET

### LEGAL DESCRIPTION

A 10-FOOT WIDE PERMANENT SERVICE LINE EASEMENT LYING  
WITHIN LOT 7 OF MORMANN SUBDIVISION OF PART OF LOT 1  
OF THE SUBDIVISION OF THE SE1/4 -- NE1/4 OF SEC. 5,  
T89N, R3W, DELAWARE COUNTY, IOWA, MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

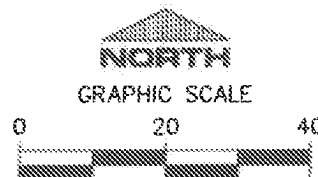
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7;  
THENCE NORTH 85 DEGREES 34 MINUTES 33 SECONDS WEST  
ALONG THE SOUTH LINE OF SAID LOT 7, 70.00 FEET;  
THENCE NORTH 03 DEGREES 31 MINUTES 06 SECONDS EAST,  
10.00 FEET;  
THENCE SOUTH 85 DEGREES 34 MINUTES 33 SECONDS EAST  
70.00 FEET TO THE WEST LINE OF WESTSIDE STREET;  
THENCE SOUTH 03 DEGREES 31 MINUTES 06 SECONDS WEST  
ALONG SAID WEST LINE, 10.00 FEET TO THE POINT OF  
BEGINNING.

CONTAINING 700 SQUARE FEET, MORE OR LESS, AND  
SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, AND  
RIGHT-OF-WAY RECORD AND NOT OF RECORD.

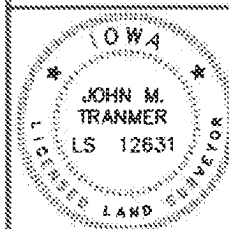


### LEGEND

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



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 FULLY LICENSED LAND  
SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

FOR ORIGIN DESIGN CO.

*John M. Tranmer* 2/2/22

JOHN M. TRANMER DATE

LICENSE NO. 12631 MY LICENSE RENEWAL DATE IS 12/31/2022

PAGES OR SHEETS COVERED BY THIS SEAL THIS SHEET ONLY

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DATE	DATE	PLAT NO.	POSITION

1 OF 1 SHEETS