

Recorded: 4/15/2024 at 9:35:41.0 AM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 807

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

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

WHEREAS, Paul J. Overman and Alicia M. Overman (hereinafter collectively "the Overmans") are the owners in fee simple of the real property located at 1643 300th Ave, Dyersville, Iowa 52040 and legally described as:

Lots Two (2) and Three (3), except the West one hundred twenty eight (128) feet thereof, of the Plat of the Fractional Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) the same being a part of Lot One (1) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) all in Section Five (5), Township Eighty-Nine (89) North Range Three (3) W, of the 5th Principal Meridian in Delaware County, Iowa, according to plat recorded in Book 2 Plat, Page 3

WHEREAS, Eastern Iowa Regional Utility Service Systems (hereinafter "EIRUSS") constructs, owns, operates, and maintains the Petersburg Wastewater System. In furtherance of constructing, operating, and maintaining the Petersburg Wastewater System, EIRUSS has contracted with Anstoetter Construction Co. (hereinafter "Contractor") to enter the Overman real property described above to construct a grinder pump station and make all necessary connections to connect the residence to the Petersburg Wastewater System. At the Overman's direction, the Contractor shall connect the existing septic drain to the Petersburg Wastewater System.

WHEREAS, the Eastern Iowa Regional Utility Services System (hereinafter "EIRUSS") and the Overmans make and enter into this perpetual Release of Liability and Indemnification Agreement ("Agreement") on the date first written below doing so in consideration of the mutual covenants and agreements recited herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and that the parties further covenant and agree as follows:

1. **AGREEMENT RUNS WITH LAND.** This Agreement shall be deemed to run with the land and shall be binding on the Overmans and their heirs, personal representatives, agents, administrators, successors in interest and assigns.
2. **DURATION OF AGREEMENT.** This Agreement shall commence on the date of execution and shall continue and remain in full force and effect perpetually, but which may be terminated or modified upon further written agreement by both parties which further agreement, if any, shall be signed and formalized in similar manner and effect as this Agreement.
3. **RELEASE OF LIABILITY.** The Overmans unconditionally release and forever discharges EIRUSS, including their respective directors, officers, employees, agents, contractors, partners, shareholders, attorneys, insurers, successors, assignees, parent or subsidiary entities, representatives, members or affiliates from any and all actions, liabilities, damages, losses, costs, expenses, claims or demands without limitation, (including without limitation those based on negligence and/or product liability, breach of contract, implied and/or express warranties, future Time of Transfer (ToT) septic system inspection failures, treatments, repairs or costs, or breach of any statutory or other duty of care owed under applicable laws) that the Overmans, and their heirs, next of kin, legal representatives, executors, administrators, successors and assigns now have, including all any known or unknown claims or claims which may hereafter develop, and those which the parties should have known or had reason to know or suspect to exist, for any injury or damage, resulting directly or indirectly from (i) the terms of this Agreement, (ii) the undertakings required of EIRUSS and/or the Contractor hereunder, (iii) the performance of any act, or omission, required of EIRUSS and/or the Contractor by this Agreement (iv) the performance of any act, or omission, requested of EIRUSS and/or the Contractor by the Overmans, or (v) any other act, or omission, by EIRUSS.
4. **LIMITATION OF LIABILITY AND INDEMNIFICATION.** Notwithstanding any state, federal or local statute, ordinance, rule, regulation or otherwise, whether may now be in effect or which may hereafter become effective, it is the intention of the parties that EIRUSS, including their respective directors, officers, employees, agents, contractors, partners, shareholders, attorneys, insurers, successors, assignees, parent or subsidiary entities, representatives, members or affiliates shall not incur pecuniary or any other liability by reason of (i) the terms of this Agreement, (ii) the undertakings required of EIRUSS and/or the Contractor hereunder, (iii) the performance of any act, or omission, required of EIRUSS and/or the Contractor by this Agreement or (iv) the performance of any act, or omission, requested of EIRUSS and/or the Contractor by the Overmans. Accordingly, if EIRUSS should incur any such pecuniary or other liability, then in such event, the Overmans shall defend, indemnify and hold harmless EIRUSS against any and all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred, including future Time of Transfer (ToT) septic system inspection failures, treatments, repairs or costs not limited to future Time of Transfer (ToT) septic system inspection failures, treatments,

repairs or costs, and attorneys' fees, in connection with any such claim or in connection with any action or proceeding brought thereon.

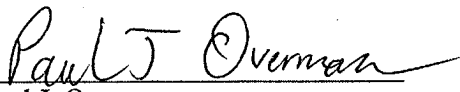
The Overmans hereby release EIRUSS from and agree that EIRUSS should not be liable for, and agrees to defend, indemnify and hold EIRUSS harmless from, (i) any liability for any loss or damage to property or any injury to, or death of, any person that might be occasioned by any cause whatsoever under the terms of this Agreement, or (ii) any liabilities, losses or damages, or claims therefor, arising out of the failure, or claimed failure of the EIRUSS to comply with its covenants contained in this Agreement, including, in each case or instance, any attorneys' fees. The Overmans agree to defend, indemnify and hold EIRUSS harmless to the fullest extent permitted by law from any losses, costs, charges, expenses, future Time of Transfer (ToT) septic system inspection failures, treatments, repairs or costs, expert fees and costs (including attorneys' fees), judgments, liens, and liabilities incurred by it or them as the case may be, in connection with any action, suit or proceeding instituted or threatened in connection with the transaction contemplated by this Agreement. The obligations of the Overmans under this Section shall survive the expiration or earlier termination of this Agreement.

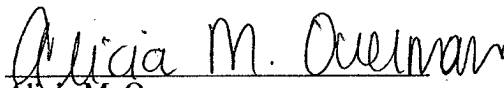
5. **SEVERABILITY.** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded only to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

EIRUSS and the Overmans hereby agree that this Agreement shall be of no force or effect without the signatures of all individuals and/or representatives below. The parties further agree that this Agreement shall be filed with the Delaware County Recorder for the purpose of providing recorded notice of this Agreement.

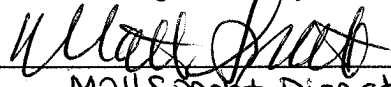
The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 6th day of October, 2023.

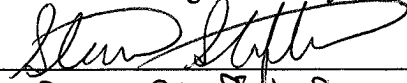

Paul J. Overman


Alicia M. Overman

EIRUSS:
Eastern Iowa Regional Utility Services System

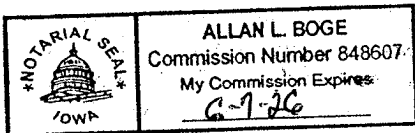

Matt Specht, Director

EIRUSS:
Eastern Iowa Regional Utility Services System


Steve Stoffel, Secretary/Treasurer

STATE OF Iowa, COUNTY OF Dubuque

This affidavit was signed and sworn to (or affirmed) before me this 6th day of February, 2024 by Paul J. and Alicia M. Overman.



Allan Boge
Signature of Notary Public

STATE OF IOWA, COUNTY OF Dubuque ss:

On this 3 day of April, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Matt Specht and Steve Stoffel to me personally known, who being by me duly sworn, did say that they are the Director and Secretary/Treasurer 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 Director and Secretary/Treasurer 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.

Christine Efferding
Notary Public in and for said State

