Recorded: 3/21/2023 at 2:31:23.0 PM
County Recording Fee: $17.00
Iowa E-Filing Fee: $3.00
Combined Fee: $20.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 615

PREPARED BY AND RETURN TO: Eastern Iowa Regional Utility Service Systems (EIRUSS),7600 Commerce Park, Dubuque, IA 52002: 563-556-4166 or 1-800-942-4648

PETERSBURG WASTEWATER USER'S AGREEMENT

Any person desiring to utilize wastewater sewer service from Eastern Iowa Regional Utility Service Systems, a public 28E entity, referred to as EIRUSS, must enter into a Wastewater User's Agreement as required by EIRUSS.

This agreement is between EIRUSS, and Lawrence Investments, LLC., a customer and user of the Petersburg EIRUSS Wastewater System, now referred to as the User and covers two units at this address.

Wastewater (sanitary sewer) service will be furnished for four units at the following property:

Owner: Lawrence Investments, LLC. c/o Bradley A. and Lois A. Lawrence

Address of property: 2993 163rd Street, Dyersville, Iowa 52040

Address of Owner: 2993 163rd Street, Dyersville, Iowa 52040

Telephone number where owner can be reached:

Email:

This agreement entitles EIRUSS to a perpetual easement, in, over, under, and upon the above-described land with the right to erect, construct, install, lay lines, use, inspect, repair, maintain, replace and/or remove wastewater pipelines and appurtenant facilities together with the right to ingress or egress, over the adjacent land for the purpose above. The perpetual easement is limited to ten feet (10') either

side of the service wastewater pipeline and appurtenant facilities as proposed on the attached drawing or as the final construction alinement and includes connection to existing private wastewater system.

EIRUSS will provide wastewater collection service from the User through low pressure collection system mains throughout the system and treatment at a 3-cell lagoon.

The User will agree to pay for wastewater at rates applicable by EIRUSS. This property will be billed as one unit until that time the address has an occupancy of three or more residences. Upon notice from the owner, the address will then be assessed for two units.

The User agrees to pay a monthly bill, as established by the EIRUSS Board of Directors. Payments can be paid by:

1) ACH
2) Check or money order to EIRUSS at EIRUSS, 7600 Commerce Park, Dubuque, Iowa 52002

We want to receive our bill by (Please check box you prefer) ☐ Email or ☑ US Mail

Returned checks will be charged a fee as allowed by law.

The failure of the User to pay monthly wastewater bill as imposed, shall result in the following actions:

(1) Non-payment by the twentieth of the month in which the payment is due, shall result in the bill subject to a penalty of $15.00 per month.

(2) As per an Agreement between EIRUSS and Delaware County, in the event the User fails to pay the outstanding wastewater service bill, EIRUSS will petition Delaware County to have the bill or bills placed on and assessed to the User's property taxes for payment as allowed by law.

(3) Payments of outstanding bills and assessments must be made to Delaware County.

The User will be provided a "User Instructions" detailing household wastewater discharge and required operations, responsible usage, and maintenance of grinder pumps.

The User of the EIRUSS Wastewater System further agrees to the following stipulations:

(1) User agrees to be responsible for and comply with disposal of acceptable wastewater discharges from the property.

(2) User agrees to maintain electric service to the grinder pump and assumes all responsibility for the payment of electric bills associated with the grinder pump operation.

(3) User agrees to allow EIRUSS to arrange for and complete all required grinder pump maintenance on a routine basis. User understands that the cost of pump maintenance will be included in the monthly wastewater bill

(4) For service-related emergency pump repair, User agrees to utilize an EIRUSS authorized and approved contractor for any and all repairs of the grinder pump. User agrees that any pump repair due to misuse and/or abuse will be the responsibility of the User regardless of warranty period.

(5) User agrees that grinder pump maintenance and repair costs due to User misuse or damage will be paid by EIRUSS and said costs will be passed on to the User via the monthly wastewater bill(s). Failure to pay the monthly wastewater bill will result in actions described above.

Lawrence Investments, LLC., the User of the EIRUSS Wastewater System do hereby agree with this contract signed on this date, and witnessed by the following:

Bradley A Lawrence — 12-17-22
Owner Bradley Lawrence — Date

Lois A. Lawrence — 12/17/22
Owner Lois Lawrence — Date

Joyce A. Westhoff
Witness Joyce Westhoff

EIRUSS receives federal funding and may not discriminate against anyone on the basis of race, color, or national origin, according to Title VI of the Civil Rights Act of 1964. For more information or to obtain a Title VI Complaint form, call 563-556-4166. This institution is an equal opportunity provider and employer.