

IN THE IOWA DISTRICT COURT IN AND FOR LINN COUNTY

HAWKEYE LAND COMPANY,	)	
	)	
Petitioner,	)	Case No. _____
	)	
v.	)	
	)	PETITION FOR JUDICIAL
IOWA UTILITIES COMMISSION and	)	REVIEW
METRO FIBERNET LLC d/b/a	)	
METRONET,	)	
	)	
Respondents.	)	

Petitioner Hawkeye Land Company, in support of its Petition for Judicial Review, states as follows:

1. This is a petition for judicial review of the decision of the Iowa Utilities Commission determining that Metronet’s crossing at the intersection of Cotton Avenue NW and 3rd Street NW in Mitchellville, Iowa falls within the scope of Iowa Code § 476.27, and that Hawkeye Land Company is entitled to damages in the amount of \$750.00 for Metronet’s railroad crossing at the intersection of Cotton Avenue NW and 3rd Street NW (the “Cotton Avenue Crossing”). The decision of the Iowa Utilities Commission was made on April 17, 2025, and Hawkeye Land Company’s Application for Rehearing was denied by operation of law on June 6, 2025. A copy of the Final Order is attached as Exhibit 1. A copy of the Notice of Denial of Rehearing by Operation of Law is attached as Exhibit 2.

2. Petitioner Hawkeye Land Company is a land management company with its principal place of business in Cedar Rapids, Linn County, Iowa. As a result of a transfer of interests and assets from Chicago Pacific Corporation to Rick Stickle, and then to Hawkeye Land Company, Hawkeye Land Company owns the exclusive and perpetual right to grant

easements on, in, under, over, above, across, and along railroads throughout the state of Iowa and 13 other states.

3. Because Hawkeye Land Company is based in Cedar Rapids, Linn County, Iowa, venue in this Court is appropriate. Iowa Code § 17A.19(2).

4. Respondent Iowa Utilities Commission (“IUC”) is an administrative agency of the State of Iowa.

5. Respondent Metro Fibernet LLC d/b/a Metronet is a Nevada limited liability company which is authorized to and does transact business in Iowa. Upon information and belief, Metronet is a provider of fiber optic network services. Upon information and belief, Metronet is a utility under Iowa Code Chapter 476, though Metronet is not rate-regulated.

6. Hawkeye Land Company’s complaint with the Iowa Utilities Commission was filed on December 20, 2024. The complaint was based on conduct by Metronet near Mitchellville, Iowa, where Metronet installed fiber optics and/or other materials under Hawkeye Land Company property without an easement.

7. Iowa Code Section 476.27 provides that the department of transportation “*shall* adopt rules pursuant to chapter 17A prescribing the terms and conditions for a crossing.” Iowa Code § 476.27(2) (emphasis added).

8. The department did in fact prescribe rules, including that “[c]rossings should be made as near as possible at an angle of 90 degrees to the railroad tracks, *but in no event shall any crossing be at less than a 60-degree angle to the railroad track.*” Iowa Administrative Code Rule 199-42.6 (emphasis added).

9. Metronet’s crossing at the intersection of Cotton Avenue NW and 3rd Street NW in Mitchellville, Iowa, was at an angle of approximately 40 degrees.

10. Because the crossing at Cotton Avenue NW and 3rd Street NW does not comply with the prescribed rules, Hawkeye Land Company asserts that the crossing is not within the scope of Iowa Code Section 476.27. As a result, Hawkeye Land Company posits that Metronet must purchase an easement from Hawkeye Land Company to cross in this manner and may not rely on the statutory payment set forth in Section 476.27(2)(b).

11. In a Final Order dated April 17, 2025, the IUC denied Hawkeye Land Company's request to require Metronet to remove the Cotton Avenue Crossing and provide a systems map that would authenticate the actual placement of Metronet's facilities. The IUC further ordered Metronet to pay Hawkeye Land Company damages of \$750.00 for each crossing in deciding to improperly apply the terms of Iowa Code Section 476.27 although Hawkeye Land Company provided evidence and Metronet's testimony affirmed Metronet's failure to meet the required terms of Chapter 476.

12. The IUC's decision is faulty for many reasons. For instance, by failing to enforce the administrative rules that are expressly incorporated into Chapter 476, the IUC renders portions of Chapter 476 superfluous. IUC also acknowledged "it is likely Metronet required a variance from both Hawkeye and IAIS," Ex. 1 n.4, and that Hawkeye Land Company did not grant a variance. Ex. 1 at 13. However, the IUC gave Metronet a variance sua sponte. *See* Ex. 1 at 13 ("allowing a variance for the angle requirement in this instance would be both prudent and in line with the legislative intent of the pay-and-go procedures").

13. By way of the Final Order, the IUC essentially repealed the angle requirement set forth in Iowa Administrative Code Rule 199-42.6 and unilaterally gave itself authority to grant variances. It grossly exceeded its authority.

14. Not only is the Final Order incorrect in its conclusion that the Cotton Avenue Crossing falls within the scope of Chapter 476, even if it was within the scope of Chapter 476, the statutorily provided for crossing fee of \$750.00, which is unrelated to the actual fair market value of the land crossed, is an unconstitutional taking under the Fifth Amendment of the United States Constitution and Article I Section 18 of the State of Iowa Constitution.

15. The action of the Iowa Utilities Commission should be reversed by this Court because i) the Iowa Utilities Commission exceeded its authority in the Final Order; ii) the Iowa Utilities Commission based its decision on an erroneous interpretation of Section 476.27; iii) Iowa Code Section 476.27(2)(b) is unconstitutional on its face or as applied; and iv) the Iowa Utilities Commission's decision was unreasonable, arbitrary, capricious, and an abuse of discretion.

WHEREFORE, Petitioner respectfully requests that the Court reverse and set aside the above-described actions of the Iowa Utilities Commission in finding the crossing at the intersection of Cotton Avenue NW and 3rd Street NW fell within the scope of Iowa Code § 476.27 and was subject to the statutorily provided for crossing fee of \$750.00, declare Iowa Code § 476.27 unconstitutional, and grant such other and further relief as the Court may deem just and equitable under the circumstances.

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