

Recorded: 5/28/2019 at 3:02:10.0 PM
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.32
Combined Fee: \$20.32
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2019 PG: 1256

Prepared by: Mary Montgomery – Interstate Power and Light Company - PO Box 351, Cedar Rapids, Iowa 52406 (319) 786-4768
Return To: Mary Montgomery – Interstate Power and Light Company - PO Box 351, Cedar Rapids, Iowa 52406 (319) 786-4768
SPACE ABOVE THIS LINE FOR RECORDER

ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **Noah A. Goldsmith and Kelly L. Goldsmith, husband and wife** ("Grantor(s)"), **ADDRESS 2221 285th Ave. Earlville, Iowa 52041** do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, ("Grantee"), a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an electric and telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, appurtenances, equipment and construction (collectively, the "*Line*" or "*Lines*") for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, over and across the following described lands located in the County of **Delaware** and the State of Iowa:

See Attached Exhibit "A", page 3

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose. Grantor hereby warrants that it is the fee simple owner of said premises and has full authority to execute this easement.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above which would result in a violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the line as determined by Grantee in its sole and absolute discretion.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of, or which in falling might touch the Line or Lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines, over lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Signed this 23 day of May, 2019.

GRANTOR(S)

By: [Signature]
Noah A. Goldsmith

By: [Signature]
Kelly L. Goldsmith

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Dubuque ss:

On this 23rd day of May, AD. 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared

Noah A. Goldsmith

Kelly L. Goldsmith

X to me personally known
or _____ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL Jennifer Bockenstedt
(Sign in Ink)
Jennifer Bockenstedt
(Print/type name)

Notary Public in and for the State of Iowa
My Commission Expires: 4/11/2022

CAPACITY CLAIMED BY SIGNER

X INDIVIDUAL
____ CORPORATE
Title(s) of Corporate Officers(s):

____ N/A
____ Corporate Seal is affixed
____ No Corporate Seal procured

____ PARTNER(s)
____ Limited Partnership
____ General Partnership

____ ATTORNEY-IN-FACT
____ EXECUTOR(s),
____ ADMINISTRATOR(s),
____ or TRUSTEE(s):
____ GUARDIAN(s)
____ or CONSERVATOR(s)
____ OTHER

SIGNER IS REPRESENTING:
List name(s) of persons(s) or entity(ies):

Noah Goldsmith
Kelly L. Goldsmith

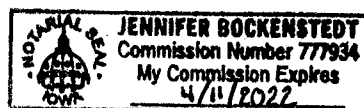


Exhibit "A"

EASEMENT AREA BEING 30 FEET EACH SIDE OF CENTERLINE OF FACILITIES ON THE
FOLLOWING DESCRIBED PARCEL:

THE SOUTH THREE HUNDRED SIXTEEN AND FORTY ON HUNDREDTHS (316.41) FEET OF LOT TWO (2) OF THE REPLAT OF THE PLAT OF LOT 8, LOT 9 AND LOT 10 IN THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ AND THE SOUTH 33 FEET OF PART OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 6, T88N, R3W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 5 PLATS, PAGE 74, EXCEPT THE EAST ONE HUNDRED TWENTY NINE AND FIFTY FIVE HUNDREDTHS (129.55) FEET OF THE WEST TWO HUNDRED FIFTY NINE AND NINE HUNDREDTHS (259.09) FEET OF THE NORTH ONE HUNDRED THIRTY THREE AND FORTY ONE HUNDREDTHS (133.41) FEET OF THE SOUTH ONE HUNDRED SIXTY SIX AND FORTY ONE HUNDREDTHS (166.41) FEET OF SAID LOT TWO (2).

