

Recording Requested by:
FNTG Western Region Energy Services

Recorded: 8/4/2021 at 8:03:25.0 AM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2021 PG: 2798

300 47468

Prepared By: Rick Kullander - Interstate Power and Light Company - P. O. Box 351 - Cedar Rapids, IA 52406-9949 (319) 786-8167
Return To: Rick Kullander - Interstate Power and Light Company - P. O. Box 351 - Cedar Rapids, IA 52406-9949 (319) 786-8167

SAVE ABOVE THIS LINE FOR RECORDER

ELECTRIC LINE EASEMENT (UNDERGROUND - IPL as Grantee)

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Judith A Gudenkauf and D A Gudenkauf Family Trust ("Grantor(s)), ADDRESS: 1506 220th Street, Manchester, Iowa 52057 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 underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted 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, under, and across the following described lands located in the County of DELAWARE, and the State of Iowa:

The Easement or Easement Area being defined as the North 100' of the West 80' of the following described parcel:

Lot 5 in Fink's Subdivision of Part of the West One-Half (W ½) of the Northeast Fractional One-fourth and part of the East One-half of the Northwest Fractional One-fourth, all in Section 6, Township 88 North, Range 5, West of the 5th P.M. in Delaware County, Iowa.

[See Easement Diagram, Page 3]

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the Easement Area described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said Easement Area 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 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.

Grantee shall utilize the ingress and egress along the Access Driveway depicted on the attached Easement Diagram to the Line or Lines, to the Easement Area 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, fences, livestock or crops, except the cutting and trimming of trees or other vegetation, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Upon the termination of that certain Easement Agreement dated July 29, 2021 by and between Grantor and CED Manchester Wind LLC, a Delaware limited liability company, Grantee shall permanently abandon the easement herein granted, then within six (6) months after the abandonment, Grantee shall restore such

abandoned portion as nearly as possible to its original condition, including removal of any and all equipment, and shall give Grantor a recordable document releasing this Easement.

Signed this 28th day of July, 2021.

GRANTOR(S):

Judith A. Gudenkauf, as to an undivided 1/2 interest

By: Robert Gudenkauf POA
Robert Gudenkauf, Pursuant to POA, recorded in Book 2019, Page 1058

DA Gudenkauf Family Trust, as to an undivided 1/2 interest

By: Robert Gudenkauf Trustee
Robert Gudenkauf, Trustee

By: _____
Thomas Gudenkauf, Trustee

By: _____
June Stamy, Trustee

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA

COUNTY OF Delaware ss:

On this 28th day of July, AD. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared

Robert Gudenkauf

☒ to me personally known

or _____ provided to me on the basis of satisfactory evidence

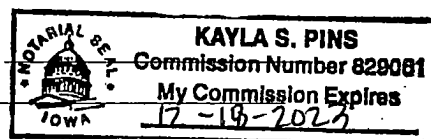
to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,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

NOTARY SEAL Kayla S. Pins
(Sign in Ink)

Kayla S. Pins
(Print/type name)

Notary Public in and for the State of

My Commission Expires:



CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE

Title(s) of Corporate Officer(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):

abandoned portion as nearly as possible to its original condition, including removal of any and all equipment, and shall give Grantor a recordable document releasing this Easement.

Signed this 16 day of July, 2021.

GRANTOR(S):

Judith A. Gudenkauf, as to an undivided 1/2 interest

By: _____
Robert Gudenkauf, Pursuant to POA, recorded in Book
2019, Page 1058

DA Gudenkauf Family Trust, as to an undivided 1/2
interest

By: _____
Robert Gudenkauf, Trustee
By: _____
Thomas Gudenkauf, Trustee

By: _____
June Stamy, Trustee

ALL PURPOSE ACKNOWLEDGMENT

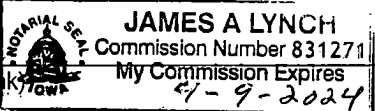
STATE OF Iowa

COUNTY OF Johnson ss:

On this 16th day of July, AD. 2021, before me,
the undersigned, a Notary Public in and for said State, personally
appeared

_____ 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 James A. Lynch
(Sign in ink) 

James A. Lynch
(Print/type name)

Notary Public in and for the State of Iowa
My Commission Expires: 4-9-2024

CAPACITY CLAIMED BY SIGNER

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):

abandoned portion as nearly as possible to its original condition, including removal of any and all equipment, and shall give Grantor a recordable document releasing this Easement.

Signed this 21 day of July, 2021.

GRANTOR(S):

Judith A. Gudenkauf, as to an undivided 1/2 interest

By: _____
Robert Gudenkauf, Pursuant to POA, recorded in Book
2019, Page 1058

DA Gudenkauf Family Trust, as to an undivided 1/2
interest

By: _____
Robert Gudenkauf, Trustee

By: _____
Thomas Gudenkauf, Trustee

By: June M. Stamy
June Stamy, Trustee

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa

COUNTY OF Linn ss:

On this 21 day of July, AD. 2021, before me,
the undersigned, a Notary Public in and for said State, personally
appeared

June M. Stamy

☒ 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.

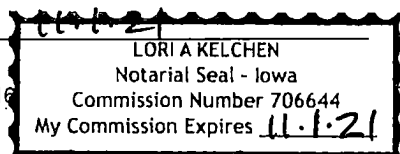
NOTARY SEAL Lori A. Kelchen
(Sign in Ink)

Lori A. Kelchen
(Print/type name)

Notary Public in and for the State of Iowa

My Commission Expires: 11-1-21

ECRM263561 Rev. 3 02/16



Page 2

CAPACITY CLAIMED BY SIGNER

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):

Easement Diagram

