

Recorded: 9/14/2023 at 11:08:12.0 AM
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.32
Combined Fee: \$20.32
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 2274

Prepared by: Brenda Koppes – Ulteig Engineers – 1455 Sherman Rd, Hiawatha, IA 52233 (319) 253-7058
Return to: Heather Dee - Interstate Power and Light Company – PO Box 351 – Cedar Rapids, IA 52406 (319) 786-4514

SPACE ABOVE THIS LINE FOR RECORDER

UNDERGROUND 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, **Town of Masonville a/k/a City of Masonville**, Grantor(s)), ADDRESS: PO Box 135 Masonville, Iowa 50654, 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:

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(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property 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 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 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, under 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 22 day of August, 2023.

GRANTOR(S): City of Masonville, Iowa.

Print: Bill Alden Mager
Name and Title

Sign: Bill Alden

Print: _____
Name and Title

Sign: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Delaware ss:

On this 22 day of August, AD. 2023,
before me, the undersigned, a Notary Public in and for said State,
personally appeared.

Bill Alden

_____ to me personally known

or X 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 Brenda Koppes
(Sign in Ink)

Brenda Koppes
(Print/type name)

Notary Public in and for the State of Iowa
My Commission Expires: March 19 2026

CAPACITY CLAIMED BY SIGNER

X INDIVIDUAL
CORPORATE
Title(s) of Corporate Officers(s):
Mayor - Marshall

____ 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):

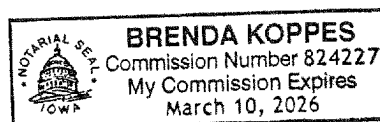


Exhibit A

GRANTOR'S PARCELS:

Lots 55, 56, 57, 118, 119, 120, 121, 122, 123, 124, 125, 182, 183, 184, 185, 186, of the Town of Masonville, Iowa.

EASEMENT AREA:

A parcel of land for easement purposes described as the North Fifteen (15) feet of Lots 55, 56 and 57. Of that real property described in the Warranty Deed recorded on September 13, 1976, in Book 37, Page 35 in the office of the Recorder in and for Delaware County, Iowa.

Located in the part of the Northeast Quarter (NE ¼) of Section Thirty-one (31), Township Eighty-nine North (T89N), Range Six (R6) West of the Fifth Principal Meridian, Delaware, County, Iowa.

Project Title: Masonville RBD

ERP Activity ID: 4202941

Tract No.:

REROW No.: 2