

Recorded: 8/19/2024 at 10:07:54.0 AM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.41
Combined Fee: \$25.41
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 1996

Prepared By: Heather Dee - Interstate Power and Light Company - PO Box 351 - Cedar Rapids, IA 52406 (319) 786-4514
Return To: Jake Vanourmy - JCG Land Services, Inc. - 1715 South G Avenue - Nevada, IA 50201 (515) 382-1698

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, **West Delaware County Community School District**, ("Grantor(s)"), ADDRESS: 701 New Street, Manchester, IA 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 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, under and across the following described lands located in the County of Delaware and the State of Iowa:

See Exhibits A & B, attached hereto and made a part hereof.

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 17th day of July, 2024.

**GRANTOR(S): WEST DELAWARE COUNTY
COMMUNITY SCHOOL DISTRICT**

By: [Signature]
Name/Title: Carl Johnson, Board President

By: _____
Name/Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Delaware) ss

On this 17th day of July, AD 2024, before me,
the undersigned, a Notary Public in and for said State personally
appeared

Carl Johnson

_____ 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 [Signature]
(Sign in Ink)
Jake Vanourny
(Print/type name)

Notary Public in and for the State of Iowa
My Commission Expires: 11/13/26

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):
West Delaware County Community School District



Exhibit A

The easement area being Twenty (20) feet in width, being more particularly described on the attached Exhibit "B", of the following-described real estate.

Lots Nine (9) and Ten (10), Block Four (4), Sheldon & Harris Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, Pages 97-98.

Being further located in the Northeast Quarter of the Southeast Quarter (NE¼ SE¼) of Section 29, Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa.

