Interstate Power Co.
1000 Main St.
P.O. Box 769
Dubuque, IA 52004-0769

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Prepared by: Lawrence R. Pellett, Esq., P.O. Box 2300, Waterbury, CT 06722 (203)574-2600

ELECTRIC LINE EASEMENT

(Conditioned on payment of additional consideration)

KNOW ALL MEN BY THESE PRESENTS:

That **C AND G PARTNERSHIP**, a partnership under the laws of the State of Iowa, with its principal place of business at **Dyersville, Iowa**, in consideration of $25.00, to it paid by **INTERSTATE POWER COMPANY**, a Delaware Corporation with offices at Dubuque, Iowa, the receipt whereof is hereby acknowledged, grants **INTERSTATE POWER COMPANY**, and its successors, a perpetual right-of-way easement, with the right and privilege to construct, reconstruct, operate, maintain and remove lines for the transmission of electric energy, including necessary wires, stubs and other fixtures under and across the following described real estate owned by the undersigned and located in the County of Delaware, State of Iowa, to wit:

> Lot 2 of Lammers Acres, a Subdivision of Part of the West half of the Southeast Quarter of Section 36, Township 89 North, Range 3 West of the 5th Principal Meridian.

The intent of this easement is to provide for the placement of underground conductors and devices within a certain piece of land described as LOT 2 of Lammers Acres on a PLAT OF SURVEY by J. David Gibbs, Registered Land Surveyor, on record and dated 10/19/95; specifically, beginning at a point at the Southwest corner of said Lot 2, then extending 25 feet North along the westerly border of said Lot 2, then East 60 feet on a line parallel to the southerly border of said Lot 2, then 25 feet South on a line parallel to the westerly border line of said Lot 2, then West 60 feet along the southerly line of said Lot 2 to the point of beginning; and also a 10 feet wide strip of land with its centerline described as beginning 93 feet East of the Southwest corner of said Lot 2 and running North parallel to the West boundary of said Lot 2 a distance of 250 feet.

It being agreed that if said facilities covered by this easement need to be relocated at the request of the then land owner/s, they will be relocated at the expense of the then land owner/s and then that portion of the unused easement will be released in full to said land owner/s.

Together with the right and privilege to trim, cut down or control the growth of any trees or other vegetation to provide for the safe operation of said transmission line and also the right to enter upon the above described premises at any time for the purpose above set forth, including survey.

The **INTERSTATE POWER COMPANY**, its successors, assigns and lessees, will pay for all damages to real estate (except the cutting and trimming of trees or other vegetation as herein authorized), tilling, fences, crops and livestock caused by the construction, operation and maintenance of said transmission line.

DATE 8-30-96 BOOK 6 PAGE 180

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 20th day of August, 1996.

C AND G PARTNERSHIP

By _____
Charles R. Clark, Jr.

By _____
Barry Goldsher

STATE OF CONNECTICUT)
) ss. S. Windsor
COUNTY OF HARTFORD)

On this 20th day of August, 1996, before me, a notary public personally appeared **Charles R. Clark, Jr.** and **Barry Goldsher** of **C AND G PARTNERSHIP**, the partnership which executed the above and foregoing instrument, who, being by me duly sworn, each for herself, did say that they are respectively the officers of said partnership that no seal has been procured by said partnership, and that said instrument was by them signed on behalf of the said partnership and each of them as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said partnership, by it and each of them voluntarily executed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with a seal of my office, the day and year first above written.

George Epstein
George Epstein Notary Public

My Commission Expires: August 31, 1999

Mailing address of Grantor: **1440 18th Avenue, Dyersville, Iowa 52040**
District: **Dubuque 53** J.O. or W.O. No.: **A5411** Acct. No.: **E3670**
Voucher No.: **08-0587** Check Date: **08/09/1996** Check No.: **3-010960**

Record No.: **96-122** Location No.: **338-0338** Index No. : **0086**