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RECORDER'S OFFICE
DELAWARE COUNTY, IOWA

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↖this area reserved for recording data↗

Prepared by: M. F. Jorgensen, P.O. Box 769, Dubuque, Iowa 52004-0769 (319) 582-5421 Ext. 394

# ELECTRIC LINE EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:**

That we, residents of Delaware County, State of Iowa, in consideration of $100.00 to us paid by INTERSTATE POWER COMPANY, a Delaware Corporation, with offices at Dubuque, Iowa, the receipt whereof is hereby acknowledged, grants INTERSTATE POWER COMPANY, its successors, assigns and lessees a perpetual right-of-way easement, with the right and privilege to construct, reconstruct, operate, maintain and remove lines for communications and transmission of electric energy, including necessary facilities under, over, across and upon the following described real estate owned by the undersigned and located in the County of Delaware, State of Iowa, to-wit:

The East 10 feet of that part of the Southwest Quarter of the Southwest Quarter of Section 24, Township 89 North, Range 3 West of the 5th Principal Meridian lying West of the West right-of-way line of the North/South road which boarders the East boundary of said Southwest Quarter of the Southwest Quarter.

The intent of this easement is to provide for the overhang of conductors and devices and the placement of poles and necessary facilities within the above described real estate.

Together with the right and privilege to trim, cut down or control the growth of any trees or other vegetation as required to provide for the safe operation as said lines or facilities; and also the right to enter upon the above described premises at anytime 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), tiling, fences, crops and livestock caused by the construction, operation and maintenance of said lines.
This grant is made on condition that an additional amount of $ none, shall be paid to the undersigned following survey and before actual construction begins.
Grantor hereby acknowledges receipt of two copies of a Notice of Cancellation addressed to grantee, and that: GRANTOR SHALL HAVE THE RIGHT TO CANCEL THIS AGREEMENT IF, WITHIN 7 BUSINESS DAYS FROM THE DATE OF THIS AGREEMENT, NOTICE OF CANCELLATION (MAILED BY CERTIFIED MAIL) IS RECEIVED BY GRANTEE.

**IN WITNESS WHEREOF,** We have hereunto set our hands and seals this 15 day of July, 1997.

* Under penalties of perjury, I Certify that [redacted] is my correct Taxpayer Identification Number.

* Clarence J. Fangman (SEAL)
Clarence J. Fangman

Verna M. Fangman (SEAL)
Verna M. Fangman

COUNTY OF DELAWARE )
STATE OF IOWA )ss.

On this 15 day of July, 1997, before me, a Notary Public, personally appeared Clarence J. Fangman and Verna M. Fangman, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

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

DENNIS F. FUNKE
MY COMMISSION EXPIRES
11-23-99

My Commission Expires: 11-23-99

Dennis F. Funke
Notary Public

Mailing address of Grantor: 1991 332nd Avenue, Dyersville, Iowa 52040
District: Dubuque 53 Job Order or Work Order No.: A5716 Account No.: E364000
Voucher No.: 06-1368 Check Date: 06-27-97 Check No.: 3-050924
06-97 G-31a
Record No.: 97-066 Location No.: 043-0099 Index No.: 0088

DATE 7-28-97 BOOK 7 PAGE 68