Env
Alliant Energy
P.O. Box 351
Cedar Rapids IA
52406-9877

DELAWARE COUNTY IOWA
FILED
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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
1a.00

Prepared by: Jeanne Archie Interstate Power and Light Company – 200 First Street, SE – Cedar Rapids, IA 52406 319-786-7681

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, **Timbergate Community Association ("Grantor"), 27627 219th Street, Earlville RR, Iowa 52041** does 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, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures and equipment, (including associated surface mounted equipment) and construction for transmitting electricity, communications and all Corporate purposes 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, over and across the following described lands located in the County of Delaware, and the State of Iowa:

A 15 foot easement the centerline of said easement to be described as follows: Commencing at the most westerly corner of Lot Eight (8), Block One (1) of the Subdivision of Lot Two (2) of Timbergate Subdivision in Section Thirty Six (36), Township Eighty Nine (89) North, Range Four (4) West of the Fifth Principal Meridian in Delaware County, Iowa, thence northeasterly 75 feet to a point of beginning abutting 220 Street, Earlville, Iowa; thence northerly across Elm Street; thence abutting Lot Eight (8), Block Two (2) of the Subdivision of Lot Two (2) of Timbergate Subdivision in Section Thirty Six (36), Township Eighty Nine (89) North, Range Four (4) West of the Fifth Principal Meridian in Delaware County, Iowa.

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, operation, repair, use of, or which in falling might touch the said line or lines, or associated equipment.

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 said line or lines, over/under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing said line or lines, or associated equipment 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, patrolling or repairing said line or lines.

Signed this 17th day of August, 2004.

GRANTORS:

By: Daneen Schindler, Pres
Daneen Schindler, President

By: Linda M Burkle, Secretary
Linda Burkle, Secretary

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)

COUNTY OF Dekaware) ss:

On this 17 day of August, AD. 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared

Daneen Schindler, President

Linda Burkle, Secretary

_____

X 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 Peggy A. Knipper
(Sign in ink)

Peggy A. Knipper
(Print/type name)

Notary Public in and for the State of Iowa

PEGGY A. KNIPPER
Commission Number 707482
My Commission Expires
12-26-06

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):

_____

_____