Recorded: 11/13/2019 at 3:09:13.0 PM
County Recording Fee: $12.00
Iowa E-Filing Fee: $3.22
Combined Fee: $15.22
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2019 PG: 3210

Prepared by: Mary Montgomery – Interstate Power and Light Company - PO Box 351, Cedar Rapids, Iowa 52406 (319) 786-4768
Return To: Mary Montgomery – Interstate Power and Light Company - PO Box 351, Cedar Rapids, Iowa 52406 (319) 786-4768
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, **Dale N. Hanenburg and Shelly K. Hanenburg** ("Grantor(s)"), **ADDRESS 1016 N. Franklin St. Manchester, Iowa 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 and across the following described lands located in the County of Delaware and the State of Iowa:

EASEMENT AREA BEING THE NORTH 5 FEET OF THE EAST 5 FEET OF THE FOLLOWING DESCRIBED PARCEL:

"THE N 94.0 FEET OF LOT 29, EXCEPT THE W 85.0 FEET THEREOF; AND THE S 2.0 FEET OF LOT 30, EXCEPT THE W 85.0 FEET THEREOF, IN HENRY ACRES' ADD. TO MANCHESTER, IA., ACCORDING TO PLAT RECORDED IN BOOK 1 PLATS, PAGE 1."

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 5 day of Sept, 2019.

GRANTOR(S)

By: Dale N. Hanenburg
Dale N. Hanenburg

By: Shelly K. Hanenburg
Shelly K. Hanenburg

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared

Dale N. Hanenburg

Shelly K. Hanenburg

_____

_____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 Laura K Thomas
(Sign in Ink)

Laura K. Thomas
(Print/type name)

Notary Public in and for the State of Iowa

My Commission Expires: 8-26-2020

CAPACITY CLAIMED BY SIGNER

__X__ 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):

_____

_____

NOTARIAL SEAL IOWA

LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2020