Recorded: 10/1/2020 at 12:47:15.0 PM
County Recording Fee: $17.00
Iowa E-Filing Fee: $3.32
Combined Fee: $20.32
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2020 PG: 3441

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, **Joseph G. Wessels and Kathy Wessels, husband and wife**("Grantor(s)"), **ADDRESS 3175 218th Street Earlville, Iowa 52041** 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:

See Attached Exhibit "A", page 3

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 18th day of September, 2020.

GRANTOR(S)

By: Joseph G. Wessels
Joseph G. Wessels

By: Kathy Wessels
Kathy Wessels

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)

COUNTY OF Delaware) ss:

On this 18th day of September AD. 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared

Joseph G. Wessels

Kathy Wessels

_____ to me personally known

or X 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.

Linda Schaul
Commission No. 181705
My Commission Expires 8-24-21

NOTARY SEAL Linda Schaul
(Sign in Ink)

Linda Schaul
(Print/type name)

Notary Public in and for the State of Iowa

My Commission Expires: 08-24-21

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):

_____

_____

EXHIBIT "A"

EASEMENT AREA BEING 2 5 FEET EACH SIDE OF CENTERLINE OF FACILITIES LOCATED ON THE FOLLOWING DESCRIBED PARCEL:

East Half of the Northwest Quarter and West Half of the Northeast Quarter of Section 32 (except the railroad right of way and except highway easement, more particularly described as: Commencing at the North Quarter corner of Section 32, Thence East 168.3 to point of beginning; thence continuing East 874.0' to a point of tangency of a 247.5' radius curve concave southwesterly, thence southeasterly along said 247.5' radius curve 252.2', thence South 31 degrees 38" East 317.6' to a point on the north right of way line of the Illinois Central Railroad; thence South 86 degrees 7" West along said North right of way line 641.7'; thence North 3 degrees and 53" West 50'; thence South 86 degrees 7" West 503.6'; thence North 379.5' to a point on the south line of the new highway right of way, thence North 87 degrees 52" West 106.8", thence north 33' to a point of beginning), all in Township 89 North, Range 3, Subject to public highways of record, Delaware County, Iowa

The SE ¼ and the East 6 acres of the SW ¼ of Section 34, Township 89 North, Range 3 West of the Fifth Prime Meridian, Delaware County, Iowa except that part conveyed to the State of Iowa by Warranty Deed recorded in Book 83, L.D., Page 273, and except that part of the SW ¼ of the SE ¼ of said Section 34 described as commencing at a point 1064 feet East of the Southwest corner of said SE ¼ and running thence North 180 feet, thence East 103 feet, thence South 181 feet, thence West 103 feet to the point of beginning, subject to easements of record, Delaware County, Iowa

EXCEPT the East 9.35 acres of the Southeast Quarter (SE ¼) of Section 34, Township 89 North, Range Three (3) West of the 5th P.M.,

