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Document 2021 832 Type 03 006 Pages 3
Date 3/08/2021 Time 8:07:47AM
Rec Amt $17.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Hunter A. Beatty

PREPARED BY AND RETURNED TO

MAQUOKETA VALLEY ELECTRIC COOPERATIVE
109 NORTH HUBER ST 319-462-3542
ANAMOSA IOWA 52205-0370

# ELECTRIC/TELECOMMUNICATION FACILITIES EASEMENT
LOCATION: Map 50 Section 27 Member# 226 Work Order# 210105

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, James P. & Jody M. Kerns ("Grantor(s)"), **ADDRESS** 200th Ave Manchester, IA 52057 do(es) hereby warrant and convey unto MAQUOKETA VALLEY ELECTRIC COOPERATIVE, a corporation, and to its successors and assigns ("Grantee") a perpetual easement with the right, privilege and authority to construct, reconstruct, operate, replace, repair and maintain electric and telecommunication lines and appurtenant equipment, including but not limited to poles, towers, switches, crossarms, insulators, wires, cables, guy-wires, conduit, antennas, fiber optics, pad mounted enclosures. transformers, ground connections, and fixtures (the "Facilities") for transmitting electricity, communications, and all corporate purposes, together with the right to extend to any other party the right to use such Facilities, jointly with the Grantee, pursuant to the provisions hereof, upon, under, over, and across Grantor(s) lands located in Delaware County, Iowa and described as:

A 15 foot path on both sides of the utility lines located in the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) and the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 27 (S27), Township 90 North (T90N), Range 5 West (R5W) of the Fifth Principal Meridian (5PM)

Parcel ID# 060270001640 & 060270001610

(the "Premises")

together with all rights and privileges for the full enjoyment or use thereof for the aforesaid purposes. Such Facilities to be located on a course now designated by the Grantee, or upon a course that may hereafter be designated by the Grantee upon the relocation of said Facilities.

Grantor(s) agrees that it will not construct, place or permit any buildings, structures, plants, or other obstructions on the Premises which would result in a violation of the minimum clearance requirements of the National Electric Safety Code, or that would interfere with the operation, replacement, or maintenance of the Facilities. Notwithstanding the foregoing, in no event shall Grantor(s) construct or place any buildings, structures, plants, or other obstructions on the Premises within fifteen feet (15') of the Facilities.

Grantor(s) also conveys the right and privilege to trim, cut down or control and eradicate the growth of any trees or other vegetation on the Premises to keep them clear of Facilities by at least fifteen feet (15'), and such other trees and vegetation adjacent thereto, as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair, or use of the Facilities, or which in falling might touch said Facilities.

Grantee, its contractor or agent, may enter said Premises at any time for the purpose of making surveys or performing tests in support of the rights granted pursuant to this Easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to said Facilities across lands owned by the Grantor(s), for the purpose of accessing said Facilities.

Grantee shall be entitled at any time to assign this Easement, in whole or in part, and to record an instrument evidencing such assignment.

Grantee shall compensate Grantor(s) or its tenants for damages done to the Premises (except for damages to improvements prohibited by this easement as well as the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, while performing the activities authorized by this Easement.

Signed this 16th day of Feb., 2021.

**GRANTOR(S):**

By: James P Kerns
James P. Kerns

By: Jody M. Kerns
Jody M. Kerns

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa )

COUNTY OF Delaware ) ss:

On this 16th day of February, AD. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared

James P. Kerns

Jody M. Kerns

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.

NOTARIAL SEAL IOWA
HUNTER A BEATTY
Commission Number 829427
My Commission Expires
1/17/2024

NOTARY SEAL Hunter A. Beatty
(Sign in Ink)

Hunter A. Beatty
(Print/type name)

Notary Public in and for the State of Iowa

***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),
_____ TRUSTEE(s):
_____ GUARDIAN(s)
_____ CONSERVATOR(s)
_____ OTHER

_____

_____

**SIGNER IS REPRESENTING**:
List name(s) of persons(s) or entity(ies):

James P. Kerns

Jody M. Kerns