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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

**Type of Document:** Underground Electric Line Utility Easement
**Recorder's Cover Sheet**

**Preparer Information:** Hopkinton Municipal Utilities, 111 First ST SE Hopkinton, IA 52237
563-926-2480

**Taxpayer Information:** Linda Cline Po Box 104 Hopkinton, IA 52237-0104

**Return Document to:** Hopkinton Municipal Utilities, Po Box 129 Hopkinton, IA 52237-0129

**Grantors: Linda Cline**

**Grantees: Hopkinton Municipal Utilities**

**Legal Description: A 15-FOOT WIDE PERMANENT ELECTRIC EASEMENT IN A PART OF LOT 3 OF BLOCK 1 OF H.A. CARTER'S ADDITION, IN THE E1/2 OF THE SW SECTION 18-T87N-R3W CITY OF HOPKINTON, DELAWARE COUNTY COUNTY, IOWA**

**Document or instrument number of previously recorded documents:**

Prepared by: Hopkinton Municipal Utilities, 111 First St. SE, PO Box 129, Hopkinton, Iowa 52237-0129

# UNDERGROUND ELECTRIC LINE UTILITYEASEMENT

For and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Linda Cline, 309 Second ST SE, do(es) hereby warrant and convey unto the electric utility of the City of Hopkinton for the use and benefit of the Board of Trustees of the Hopkinton Municipal Utilities ("HMU"), its successor and assigns, "HMU" a perpetual utility easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove an underground electric line or lines, consisting of wires, transformers, switches and other necessary fixtures and equipment, (including associated surface mounted equipment) and construction for transmitting and distributing electricity 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 lands described in the attached Exhibit A, incorporated herein by reference, located in the County of Delaware, in the State of Iowa, together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described in Exhibit A.

Grantor also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said land described in Exhibit A 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 also grants to the Grantee the right of ingress and egress to said line or lines, over/under lands now owned by the Grantor, 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 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 or its tenants, by the Grantee or its employees while constructing, reconstructing, patrolling or repairing said line or lines.

The terms and conditions of this easement shall be deemed to run with the land described herein and shall be binding on all owners as well as their heirs, successors in interest, assigns, tenants, and grantees. The Parties acknowledge and agree that this easement is intended to be perpetual in nature.

The terms and conditions of this easement may be enforced by HMU, or by its heirs, successors in interest, or assigns, through any legal recourse or remedy available under Iowa law.

If an action is brought to enforce the easement, the prevailing party shall recover as part of its costs its reasonable attorneys' fees.

This grant of easement shall be given a reasonable construction in accordance with the laws of the State of Iowa. In construing this easement, its provisions shall be liberally interpreted to effectuate its purpose.

The Grantor and Grantee agree that the District Court in and for the State of Iowa in the County in which the easement area is located shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement.

Grantor does **HEREBY COVENANT** with Hopkinton Municipal Utilities that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

**GRANTOR:** Linda Cline (Print Grantor Name)

By: Linda Cline (Signature)

Name: Linda Cline (Print Name)

Title: home owner

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa )

COUNTY OF Delaware ) ss:

On this 27 day of August, 20 26, before me, the undersigned, a Notary Public in and for said State, personally appeared

Linda Cline

✓ 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 Sarah Helle
(Sign in Ink)

Sarah Helle
(Print/type name)

Notary Public in and for the State of Iowa

SARAH HELLE
Commission Number 795623
My Commission Expires
4-14-2027

**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):
Linda Cline

_____

## ACCEPTANCE BY HOPKINTON MUNICIPAL UTILITIES

STATE OF IOWA, COUNTY OF DELAWARE, ss:

I, Jacquelyn Davis, Secretary of the Hopkinton Municipal Utilities, the electric utility of the City of Hopkinton, Iowa, do hereby certify that the within and foregoing easement was duly approved and accepted by the utility board of trustees of said City of Hopkinton by Resolution No. 2027-3 passed on the 9 day of September, 2026, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 9 day of September, 2026.

Secretary
Hopkinton Municipal Utilities

PREPARED BY/RETURN TO: FEHR GRAHAM, 221 EAST MAIN ST., SUITE 301 MANCHESTER, IA 52057 – PH: 563.927.2060

# EXHIBIT "A"
# A 15-FOOT WIDE PERMANENT ELECTRIC EASEMENT IN A PART OF LOT 3 OF BLOCK 1 OF H.A. CARTER'S ADDITION, IN THE E1/2 OF THE SW1/4 SECTION 18-T87N-R3W CITY OF HOPKINTON, DELAWARE COUNTY COUNTY, IOWA

NOTE: A 15-FOOT WIDE PERMANENT ELECTRIC EASEMENT IS FOR HOPKINTON MUNICIPAL UTILITIES. SAID PERMANENT ELECTRIC EASEMENT IS IN A COURT OFFICER DEED RECORDED JANUARY 6, 2020 IN BOOK 2020, PAGE 46, ON FILE IN THE DELAWARE COUNTY RECORDER'S OFFICE, MANCHESTER, IOWA.

**EASEMENT DESCRIPTION:**

A 15-FOOT WIDE PERMANENT ELECTRIC EASEMENT IN PART OF LOT 3 OF BLOCK 1 OF H.A. CARTER'S ADDITION IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 87 NORTH, RANGE 3 WEST OF THE 5TH P.M., CITY OF HOPKINTON, DELAWARE COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 3;

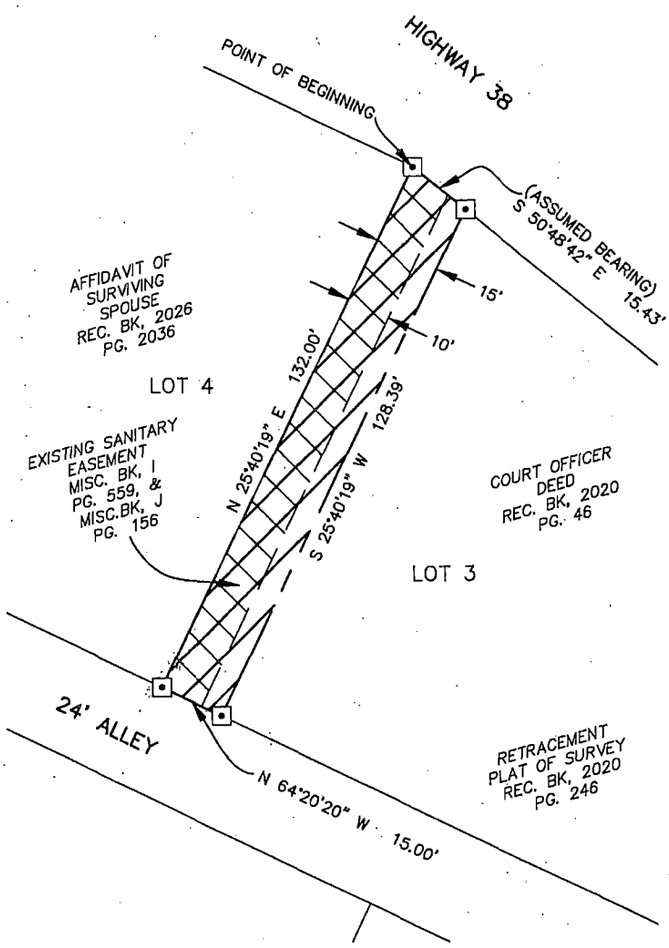
THENCE **SOUTH 50°48'42" EAST (ASSUMED BEARING), 15.43 FEET** ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 38;

THENCE **SOUTH 25°40'19" WEST, 128.39 FEET** TO THE SOUTHERLY LINE OF SAID LOT 3;

THENCE **NORTH 64°20'20" WEST, 15.00 FEET** ALONG SAID SOUTHERLY LINE TO THE WESTERLY LINE OF SAID LOT 3;

THENCE **NORTH 25°40'19" EAST, 132.00 FEET** ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING;

CONTAINING **1953 SQUARE FEET,** SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.




## LEGEND

- CALCULATED POSITION
- EXISTING PROPERTY LINE
- PERMANENT ELECTRIC LINE EASEMENT
- EXISTING SANITARY EASEMENT

**SURVEYOR:**
FEHR GRAHAM
221 E. MAIN STREET
SUITE 301
MANCHESTER IA, 52057

**PROPRIETOR/OWNER:**
LINDA CLINE
309 SECOND STREET SE
PO BOX 104
HOPKINTON, IOWA 52237

**REQUESTED BY:**
HOPKINTON MUNICIPAL UTILITIES
111 1ST STREET SE
PO BOX 129
HOPKINTON IA, 52237

**PERMANENT EASEMENT:**
1953 SQ. FT.

40' 20' 0 40'
GRAPHIC SCALE IN FEET
SCALE: 1"=40'

N W E S

PROFESSIONAL LAND SURVEYOR
ADAM J. RECKER
24627
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Adam J. Recker 8-19-2026
Adam J. Recker, P.L.S. Date
License Number: 24627
My license renewal date is December 31, 2027.
Sheets covered by this seal: THIS SHEET ONLY

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
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ILLINOIS
IOWA
WISCONSIN

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JOB NUMBER: 2600401

SHEET NUMBER: 1 of 1