

## ELECTRIC EQUIPMENT EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **Marshall County, Iowa**, (“Grantor(s)”), ADDRESS: **1 E. Main Street, Marshalltown, Iowa 50158** 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 underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, associated surface mounted equipment, and construction (collectively, the “*Facilities*”) 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, under, and across the following described lands located in the County of **Marshall**, 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(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, expansion, operation, repair, use of the Facilities.

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 Facilities, under 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 Facilities.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MARSHALL COUNTY, IOWA:**

**GRANTOR(S):**

By: \_\_\_\_\_ By: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, AD. 20\_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ 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 \_\_\_\_\_

(Sign in Ink)

\_\_\_\_\_ (Print/type name)

Notary Public in and for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**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):  
\_\_\_\_\_  
\_\_\_\_\_

#### EXHIBIT A

*Commencing at the Northwest (NW) corner of the parcel; thence running South approximately Twenty (20') feet to the point of beginning; thence East approximately Twenty-One (21') feet; thence South Ten (10') feet; thence West approximately Twenty-One (21') feet; thence North approximately Twenty (20') feet to the point of beginning of the following property:*

A part of Lot two of the Subdivision of the west seven-eighths of southwest quarter of the northwest quarter of Section one, Township eighty-three north, Range seventeen, west of the 5<sup>th</sup> P.M., Marshall County, Iowa.



8317-01-100-005



MARSHALL COUNTY (OWNER)  
22.19 Acres

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