

Prepared By: Rick Kullander - Interstate Power and Light Company – PO Box 351 - Cedar Rapids, IA 52406-9949 (319) 786-8167
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SPACE ABOVE THIS LINE FOR RECORDER

ELECTRIC AND PIPELINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City Of Oelwein, an Iowa municipal corporation**, Grantor(s)), **ADDRESS City Hall 20 2nd Ave. SW, Oelwein, IA 50662** 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 wires, poles, transformers, switches and other necessary fixtures, appurtenances, and equipment (collectively, the "Line" or "Lines"), for transmitting electricity, communications and all corporate purposes of Grantee; a pipeline or lines (the "Pipeline" or "Pipelines") for the transportation of gas, steam and other substances, consisting of necessary fixtures, equipment and appurtenances used or useful for such purposes, together with the power to extend to any other party the right to use, jointly with the Grantee and pursuant to the provisions hereof, upon, under, over, across and along the following described lands located in the County of FAYETTE, and the State of Iowa:

See Exhibit A – Legal Description (Page 3)

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Wires constructed pursuant to this easement grant shall be governed as required by the National Electrical Safety Code. Pipeline(s) constructed as prescribed by rules governing same and all applicable statutes of the State of Iowa. Grantee shall have the exclusive right to the space occupied by said wires and pipeline(s) and such space as is reasonably necessary to provide reasonably safe isolation of the wires and pipeline(s) from contact by any persons or objects all as determined by Grantee in its sole and absolute discretion. Any use made by the Grantor or any other person of the surface of subsurface beneath the wires or over the pipeline(s) shall not encroach upon the space as to which exclusive rights are granted to the Grantee. The Grantor agrees not to place, or allow to be placed on the right-of-way as described within this easement, any buildings, structures, or objects of any kind beneath said wires or over said pipeline(s) excepting a driveway.

The Grantee is also granted the right to cut or remove, from time to time, from said premises, or the premises owned by the Grantor adjoining the same on either side, any trees, limbs of trees, brush or other obstructions, including buildings or improvements, which interfere with constructing, reconstructing, maintaining, expanding, operating, repairing or the use of, or which in falling might touch the Line or Lines.

The Grantor(s) also grants to the Grantee the right of ingress to and egress from the Facility, or pipeline(s), over/under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing said Line or Lines, or Pipeline or Pipelines, and the Grantee agrees to pay to the Grantor or his tenants all damages done to the lands including terraces, crops, field tiles, fences, equipment or livestock of the Grantor or his tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines, or Pipeline or Pipelines. If the parties do not agree as to the exact dollar figure of said damage, such damages shall be determined by the Township Trustees acting as a Board of Arbitration in said matter.

The Grantee shall have the right of necessary access over and across the property of the Grantor to locate, layout, or perform other preliminary and preparatory operations before actual construction of the Line or Lines, or Pipeline or Pipelines is commenced.

This agreement shall be binding upon the parties hereto, their heirs, successors, or assigns, and continue so long as Grantee or its successors and assigns shall desire.

Signed this _____ day of _____, 2022.

GRANTOR(S)
City Of Oelwein

By: _____
Dylan Mulfinger, City administrator

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared

_____ Dylan Mulfinger

_____ 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):

_____ City Of Oelwein
_____ Dylan Mulfinger

Exhibit A – Legal Description

The easement area being: 10' either side of centerline of facilities as built on the following parcel:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 91 NORTH, RANGE 9 WEST OF THE FIFTH P.M., INCLUDING PART OF LOT 1, BLOCK 1, BENNETT'S ADDITION TO OELWEIN AND LOTS 6 AND 7, PART OF LOTS 5, 8, 9, AND 10, BLOCK 4, OELWEIN'S FIRST ADDITION TO OELWEIN, PER SURVEY OF HAROLDD. BLESSING RECORDED IN SURVEY BOOK 4 PAGE 222-224, FAYETTE COUNTY, IOWA.

Diagram of the approximate location of the easement area:

