824157

COUNTY RECORDER OFFICE
Olmsted County Minn.
I hereby certify that the within instrument was filed on

SEP 21 1999

at 9 o'clock A M.
by Cathy Lewis Deputy D. Narveson

Roger C. VanZee-Interstate Power Co.-200 1st St. SE-Box 351-Cedar Rapids, IA-52406-(319)398-8167

# HIGHWAY EASEMENT

For and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Interstate Power Company, a corporation organized under the laws of the State of Delaware, ("Grantor(s)"), **ADDRESS** 200 First Street, P.O. Box 351, Cedar Rapids, IA 52406-0351, FEDERAL **ID#** 42-0329500 do(es) hereby convey unto the County of Olmsted in the State of Minnesota, ("Grantee"), a perpetual easement for highway purposes with the unrestricted right to improve the same, subject to the restrictions recited herein, over the following described real estate:

All that part of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 14, Township 106 North, Range 12 West of the Fifth Principal Meridian, Olmsted County, Minnesota, which lies within the right of way boundary of County State Aid Highway No. 7 delineated as in said tract of land as Parcel No. 1 of the plat designated as the Olmsted County Highway Right of Way Plat No. 125 on file and of record in the office of the County Recorder in an for Olmsted County. The Plat contains 0.07acres more or less in addition to the existing and presently used right of way of County State Aid Highway No. 7. The Plat was recorded May 14th, 1999 as Document # 812715 by the Olmsted County Recorder.

The Grantor reserves the right to maintain, operate, repair, patrol and remove all existing poles, crossarms, anchors and guy wires, and other necessary fixtures, equipment, and construction **now located within the easement area described above. Grantee agrees to replace a portion of the chain link fence surrounding Grantor's substation facilities.** . All costs associated with the removal of the existing fence and the replacement with new materials shall be performed at Grantee's sole expense, and in accordance with specifications supplied by the Grantor, which will be similar to the existing fence. Grantee shall proceed with the construction of the new fence prior to the removal of any existing fence to minimize any risk of direct exposure to electrical parts. Grantee shall bear all liability and expense associated with the fence replacement, (whether direct or indirect), and shall defend, indemnify and hold Grantor harmless against any liability, claim, fine or expense associated with the fence replacement. In the event the Grantee in the future requests or requires the Grantor to relocate, remove, or modify existing poles, crossarms, anchors and guy wires and other necessary equipment and fixtures located within the easement area created by this document, the Grantee agrees to reimburse the Grantor for the expense of such relocation, removal, or modification.

Signed this 29th day of July, 1999.

INTERSTATE POWER COMPANY 1925 CORPORATE SEAL DELAWARE

**GRANTOR(S)**

By: Dan E. Ebertz

By: Heather Rosbeck

99 SEP 22 AM 2 08

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa )

COUNTY OF LINN ) ss:

On this 29th day of July, A.D. 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared

Dean K. Ekstrom, Vice President-Sales and Service and Kent M. Ragsdale, Assistant Secretary,

X to me personally known
or _____ proved to me on the basis of satisfactory evidence

to be the person(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) Roger Calvert VanZee (Sign in ink)

Roger Calvert VanZee (Print/type name)

Notary Public in and for the State of IOWA.

ROGER CALVERT VANZEE
MY COMMISSION EXPIRES
12/13/99

**CAPACITY CLAIMED BY SIGNER:**

___ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officers(s):
Vice President-Sales & Service
Assistant Secretary
___ N/A
X 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 person(s)
or entity(ies):

Interstate Power Company

ELECLNES.DOC/REVISED 7/95