

IP2-56
REV. 4-12-67Parcel No. 61-8
Job No. 21-41-4986
Draft No.
Structures No.

1972 AUG 10 AM 9:51

MARY E. WELTY
RECORDER #450
MADISON COUNTY, IOWA 2pp.Located in
State of Iowa
County of Madison
Township 77 North
Range 27 West of the 5th P.M.
Section 11

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, Robert Cutshall and Judy Cutshall, husband and wife

and the undersigned Tenant, _____
(hereinafter called the Grantor(s), in consideration of the sum of One Dollar and other valuable considerations in hand paid, do hereby grant to Iowa Power and Light Company, an Iowa corporation (hereinafter called the Grantee,) the perpetual right and easement to construct, reconstruct, repair, maintain, operate, inspect, patrol and remove a line or lines of towers or poles or both (which may be erected at different times) for the transmission and supply of electric current and for telephone use, with wires and cables upon and from the same and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances including a buried ground wire, and such footbridges, causeways and ways of access, if any, as may be reasonably necessary for the convenient construction, reconstruction, repair, maintenance, operation, inspection, patrolling and removal of said lines over, along, across and under the following described premises situated in Madison County, Iowa, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Two (2) Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

The transmission line shall be located within a strip of land 150 feet in width across the above described property. The center line of said strip shall enter the property at a point approximately 80 feet West of the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Two (2), thence running southwesterly to a point approximately 550 feet South of the Northwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Two (2).

This Eastment supersedes and is in lieu of all condemnation proceedings heretofore had on this transmission line before the Sheriff of Madison County, Iowa.

The center line of the easement shall be fixed precisely by the location of the center line of the transmission facilities as actually constructed, and the easement shall be limited to a continuous strip of land one hundred fifty (150) feet in width, said strip being seventy-five (75) feet on each side of the center line of the transmission line structures.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has full right and authority to validly grant this easement, and that Grantee may quietly enjoy the premises.

Grantee is given the right reasonably to trim, cut and clear away any trees, limbs, brush, structures or other constructions whether located on the above described easement property or adjacent to and overhanging the same, wherever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines and to renew, replace, add to and otherwise change the lines and any part thereof and all appurtenances thereto and the location thereof within the easement property; and to pass along the easement property to and from adjoining lands and to have reasonable access to said property from Grantor's adjoining lands. The Grantee may erect and use gates in all fences which cross or which shall hereafter cross the route of said lines.

In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, operation, maintenance, inspection, patrolling or removal of said line or lines. Grantor(s) covenants that no act will be permitted within the easement property which is inconsistent with the rights hereby granted; that no building or structures will be erected upon said property and that the present grade or ground level thereof will not be changed by excavation or filling.

Grantee, its contractor or agents, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement but the easement shall not otherwise be operative nor shall construction begin until the full consideration is paid as hereinafter provided.

The Grantor(s) acknowledges payment of \$ _____ hereunder and it is agreed that if the additional sum of \$ _____ is paid the undersigned Grantor(s) within _____ days from date hereof or the release of this easement from any liens or encumbrances of record, whichever date is later, this agreement shall become binding upon all parties hereto but shall terminate upon the permanent removal or abandonment of all lines and appurtenances of Grantee upon the easement property. If the additional amount of consideration is not paid within the time above stated, then the initial payment shall be forfeited to the Grantor(s) and both parties shall be released from all further obligation hereunder.

This agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Dated this 22 day of July, 19 72.

Robert Cutshall
Robert Cutshall

Judy Cutshall
Judy Cutshall

ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Madison) SS

On this 22 day of July, A.D., 19 72, before me, a Notary Public in and for said County and State, personally appeared Robert Cutshall and Judy Cutshall

the person(s) who is (or are) named in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as their voluntary act and deed.

Gordon K. Darling
Notary Public in and for said County and State
GORDON K. DARLING
ATTORNEY AT LAW

5956 I 112 and 11650 I 112

EASEMENT PRIORITY AGREEMENT

FORM 2249 (Rev. 5-60)

(F.L.B.)

For valuable consideration, The Federal Land Bank of Omaha declares that the lien of its mortgage(s) is inferior to the easement for transmission line purposes granted to

Iowa Power and Light Company

The portion or portions of the security included in said easement being described as follows:

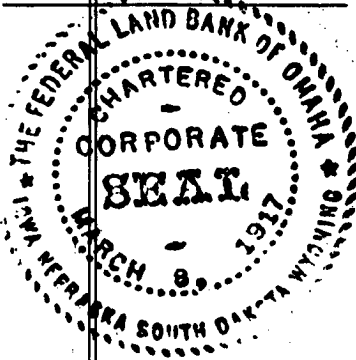
SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, in Township 77 North, Range 27, West of the 5th Principal Meridian, Madison County, Iowa.

The transmission line shall be located within a strip of land 150 feet in width across the above-described property. The center line of said strip shall enter the property at a point approximately 80 feet West of the Northeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 2, thence running southwesterly to a point approximately 550 feet South of the Northwest Corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 2.

One mortgage being recorded in Book 112, Page 377, of the Mortgage Records of Madison County, State of Iowa; and
~~one~~ mortgage being recorded in Book 115, page(s) 281, of the Mortgage Records of Madison County, State of Iowa;

Said mortgage(s) is(are) to retain its(their) original priority as to all other property described therein not above described as being included in said easement.

In testimony whereof, The Federal Land Bank of Omaha, a corporation, has caused these presents to be executed by its Asst. Vice President and its corporate seal to be affixed hereto February 1, 1972.



THE FEDERAL LAND BANK OF OMAHA

By L. R. Schlunsen
 L. R. Schlunsen, Asst. Vice President

Attest Dean A. Raber
 Dean A. Raber, Secretary

STATE OF NEBRASKA }
 COUNTY OF DOUGLAS } ss.

On February 1, 1972, before me, Arlene Johnson, a Notary Public in and for Douglas County, Nebraska, personally appeared L. R. Schlunsen, to me personally known to be the identical person who executed the foregoing instrument, who being by me duly sworn did say that he is Asst. Vice President of The Federal Land Bank of Omaha; that the seal affixed to said instrument is the corporate seal of The Federal Land Bank of Omaha; that said instrument was signed and sealed in behalf of The Federal Land Bank of Omaha by authority of its Board of Directors, and the said L. R. Schlunsen acknowledged said instrument to be the free and voluntary act and deed of said corporation by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires Aug. 8, 1973

Arlene Johnson
 Notary Public in and for Douglas County, Nebraska.
 Arlene Johnson