

Deed Record, No. 96, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA 66-4316

Commission Expires March 30, 1967.

Jackson Township, Madison County, Iowa To Iowa Power & Light Co.	#1345 Fee \$2.50 <u>TRANSMISSION LINE EASEMENT</u>	Filed for record the 7 day of October A. D. 1968 at 1:24 o'clock P.M. Mary E. Welty, Recorder Located in State of Iowa County of Madison Township 76 North Range 29 West of the 5th P.M. Section 36
Parcel No. 61-58-A Job No. 21-41-4986 Draft No. 4319-A		

KNOW ALL MEN BY THESE PRESENTS: The undersigned Owners, Jackson Township Madison County, Iowa, 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:

A tract of land in the North Half of the Northwest Quarter (N½ NW¼) of Section 36, Township 76 North, Range 29 West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at a point 1270½ feet East of the Northwest corner of the Northwest Quarter (NW¼), thence South South 8 rods, thence East 17 rods, thence North 8 rods, thence West 17 rods to the point of beginning.

The transmission line shall be located within a strip of land 150 feet in width across the above described property and properties adjacent to it. The centerline of the said strip shall enter the property at a point approximately 1551 feet East of the Northwest corner of the Northwest Quarter (NW¼) of Section 36, thence running Southwesterly to a point approximately 5 feet North of the Southwest corner of the North Half of the Northwest Quarter (N½ NW¼) of Section 36.

It is agreed there will be no structures located on the above described property.

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 obstructions whether located on the above described easement property or adjacent to and overhanging the same, wherever in its judgment such will interfere with or

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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 filing.

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 \$200.00 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.

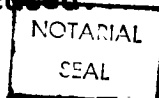
This agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Dated this 1st day of Oct., 1968.

JACKSON TOWNSHIP, MADISON COUNTY, IOWA
By: J. D. Daggett Chairman
J. D. Daggett, Chairman of Board of Trustees
of Jackson Township, Madison County, Iowa

STATE OF IOWA MADISON COUNTY) SS

On this 1st day of October, 1968, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared J. D. Daggett, Chairman of the Board of Trustees of Jackson Township, Madison County, Iowa, to me personally known, who, being by me duly sworn, did say that he said Chairman of the Board of Trustees of Jackson Township, Madison County, Iowa, executing the within and foregoing instrument to which this is attached, that no seal has been procured by said Board of Trustees; that said instrument was signed on behalf of said Board of Trustees, and as Chairman of said Board of Trustees acknowledged the execution of said instrument to be the voluntary act and deed of said Board of Trustees, by it and by him voluntarily executed.



Shirley A. Webster Notary Public
in and for Madison County
Shirley A. Webster