

Deed Record, No. 96, Madison County, Iowa

Howard Young & wife
To

#1423

Filed for record the 22 day of October
A.D. 1968 at 11:35 o'clock A. M.

Fee \$2.50

Iowa Power & Light Co.

Mary E. Welty, Recorder

Parcel No. 61-76
Job No. 21-41-4986
Draft No. 4388-A & 4481-A

Located in State of Iowa County of Madison
Township 75 North Range 29 West of the 5th P.M.
Section 18

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: The undersigned Owners, Howard Young and Jessie E. Young, 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

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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 Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 18, Township 75 North, Range 29 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 and properties adjacent to it. The centerline of the said strip shall enter the property at a point approximately 320 feet West of the Northeast corner of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 18, thence running Southwesterly to a point approximately 770 feet South of the Northwest corner of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of the said Section 18.

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 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 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 \$109.00 hereunder and it is agreed that if the additional sum of \$706.00 is paid the undersigned Grantor(s) within 180 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,

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successors and assigns of the parties.

Dated this 27th day of August, 1968.

Howard Young
Howard Young
Jessie E. Young
Jessie E. Young

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF MADISON) SS

On this 4 day of October, A.D. 1968, before me, a Notary Public in and for said County and State, personally appeared Howard Young and Jessie E. Young, husband and wife to me known to be the person(s) who is (or are) named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

William H. Gibbons
William H. Gibbons Notary Public
in and for said County and State

EASEMENT PRIORITY AGREEMENT

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For valuable consideration, The Federal Land Bank of Omaha declares that the lien of its mortgage(s) is inferior to the easement for electric transmission line purposes granted to Iowa Power and Light Company, Des Moines, Iowa. The portion or portions of the security included in said easement being described as follows:

NW $\frac{1}{4}$ SE $\frac{1}{4}$ and SE Fr $1\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, Township 75 North,
Range 29, West of the 5th Principal Meridian, Madison County,
Iowa.

Said mortgage being recorded in Book 63, page(s) 307 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 September 5, 1968.

(CORPORATE SEAL)

THE FEDERAL LAND BANK OF OMAHA
By James E. Ludeman
James E. Ludeman, Asst. Vice President
Attest: Dean A. Raber
Dean A. Raber Asst. Secretary

STATE OF NEBRASKA COUNTY OF DOUGLAS) SS

On September 5, 1968, before me, Arlene Johnson, a Notary Public in and for Douglas County Nebraska, personally appeared James E. Ludeman 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 James E. Ludeman 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.

NOTARIAL
SEAL

Arlene Johnson
Arlene Johnson Notary Public
in and for Douglas County, Nebraska
My commission expires Aug. 8, 1973.