

Deed Record, No. 96, Madison County, Iowa

Mathias F. Cushing & Wife #1626 Filed for record the 3 day of December A.D.
To 1968 at 8:44 o'clock A. M.

Iowa Power & Light Co. Fee \$2.50 Mary E. Welty, Recorder

TRANSMISSION LINE EASEMENT

Parcel No. 61-12 Job No. 21-41-4986 Located in State of Iowa County of Madison
Draft No. 4565-A Township 77 North Range 27 West of the 5th
P. M. Section 10

KNOW ALL MEN BY THESE PRESENTS: The undersigned Owners, Mathias F. Cushing and Irma L. Cushing, 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 Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 10, Township 77 North, Range 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 and properties adjacent to it. The centerline of the said strip shall enter the property at a point approximately 590 feet South of the Northeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 10, thence running Southwesterly to a point approximately 740 feet East of the Southwest corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of the said Section 10.

Consideration for this easement is based in part on the location of 1 two-pole structures on the said strip. If additional structures are to be located thereon, an additional payment of \$200.00 per structure will be made at the time of final payment.

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

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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 \$65.00 hereunder and it is agreed that if the additional sum of \$585.00 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, successors and assigns of the parties.

Dated this 17th day of October, 1968.

Mathias F. Cushing
Mathias F. Cushing
Irma L. Cushing
Irma L. Cushing

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF MADISON) SS

On this 17th day of October, A.D., 1968, before me, a Notary Public in and for said County and State, personally appeared Mathias F. Cushing and Irma L. Cushing, 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)

Milo Jones Notary Public in and for
said County and State
Milo Jones

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MORTGAGEE'S CONSENT

TO IOWA POWER AND LIGHT COMPANY:

As legal holder and owner of all the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the 18th day of August 1959, recorded in the Recorder's Office of Madison County, Iowa, in Book 104, page 483, as Document No. - -, the undersigned hereby consent(s) and join(s) in the granting to said company of the within and foregoing right-of-way agreement.

Dated 11-1-68

John Jungman
John Jungman
Margaret Jungman
Margaret Jungman

ACKNOWLEDGMENT OF MORTGAGEE'S CONSENT

STATE OF IOWA COUNTY OF DALLAS) SS.

On this 1st day of November, A.D. 1968, before me, a Notary Public, personally appeared John Jungman and Margaret Jungman 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

Dillon E. Merical Notary Public
in and for said County.
Dillon E. Merical
My Commission expires July 4, 1969