

Deed Record, No. 96, Madison County, Iowa

Henry C. Wishmier To	#1697	Filed for record the 12 day of December A.D. 1968 at 10:07 o'clock A. M.
Iowa Power & Light Co.	Fee \$3.50	Mary E. Welty, Recorder
<u>TRANSMISSION LINE EASEMENT</u>		
Parcel No. 61-17 Draft No. 4320-A	Job No. 21-41-4986	Located in State of Iowa County of Madison Township 77 North Range 27 West of the 5th P.M. Section 16

KNOW ALL MEN BY THESE PRESENTS: The undersigned Owners, Henry C. Wishmier, a single man and the undersigned Tenant, Dwaine Koch (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

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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, 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 East 71.25 Acres of the Southeast Quarter (SE $\frac{1}{4}$) of Section 16, 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 said strip crosses the North line of the Southeast Quarter (SE $\frac{1}{4}$) of Section 16 at a point approximately 40 feet West of the Northwest corner of the East 71.25 Acre tract described above.

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 ~~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 \$125.00 hereunder and it is agreed that if the additional sum of \$ none is paid the undersigned Grantor(s) within xxx 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 29th day of July, 1968.

Dwaine Koch
Dwaine Koch

Henry C. Wishmier
Henry C. Wishmier

ACKNOWLEDGMENT

STATE OF COLORADO COUNTY OF Arapahoe) SS

On this 19th day of November, A.D., 1968, before me, a Notary Public in and for said County and State, personally appeared Henry C. Wishmier, a single person Henry C. Wishmier to me known to be the person who is named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

(NOTARIAL SEAL)

Donald H. Stenzel Notary Public
in and for said County and State
My Commission expires Nov. 6, 1972
Donald H. Stenzel

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF MADISON) SS

On this 26th day of November, A.D., 1968, before me, a Notary Public in and for said County and State, personally appeared Dwaine Koch to me known to be the person(s) who is (or are) named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

(NOTARIAL SEAL)

C. S. Richards Notary Public
in and for said County and State
C. S. Richards

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EASEMENT PRIORITY AGREEMENT
(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, Des Moines, Iowa. The portion or portions of the security included in in said easement being described as follows:

The East 71-1/4 acres of the SE $\frac{1}{4}$ (except schoolhouse site of 1-1/4 acres described as follows: Commencing 20 rods West of the Southeast corner of said SE $\frac{1}{4}$, thence North 10 rods, thence West 20 rods, thence South 10 rods, thence East 20 rods to the place of beginning) of Section 16, in Township 77 North, Range 27, West of the Fifth Principal Meridian, in Madison County, Iowa.

Said mortgage being recorded in Book 109, page(s) 57, 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 August 9, 1968.

(CORPORATE SEAL)

THE FEDERAL LAND BANK OF OMAHA
By Raymond C. Schlader
Raymond C. Schlader, Ass't. Vice President
Attest Dean A. Raber
Dean A. Raber - Asst. Secretary

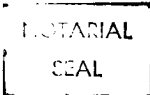
STATE OF NEBRASKA COUNTY OF DOUGLAS) ss.

On August 9, 1968, before me, Arlene Johnson, a Notary Public in and for Douglas County, Nebraska, personally appeared Raymond C. Schlader, 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 Raymond C. Schlader acknowledged said instrument to be the free and voluntary act and deed of said corporation by it voluntarily executed.

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



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