

Deed Record, No. 96, Madison County, Iowa

William G. Niendorf & Wife #1698 Filed for record the 12 day of December A.D.
To 1968 at 10:08 o'clock A. M.

Iowa Power & Light Co.

Fee \$4.50

Mary E. Welty, Recorder

TRANSMISSION LINE EASEMENT

Parcel No. 61-14 Job No. 21-41-4986
Draft No. 4566-A

Located in State of Iowa County of Madison
Township 77 North Range 27 West of the 5th P.M.
Section 10

KNOW ALL MEN BY THESE PRESENTS: The undersigned Owners, William G. Niendorf and Vera Ann Niendorf, 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 Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ 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 420 feet North of the Southeast corner of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 10, thence running Southwesterly to a point approximately 360 feet West of the Southeast corner of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of the said Section 10.

Consideration for this easement is based in part on the location of None 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 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

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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 \$40.00 hereunder and it is agreed that if the additional sum of \$325.00 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.

William G. Niendorf
William G. Niendorf
Vera Ann Niendorf
Vera Ann Niendorf

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 William G. Niendorf and Vera Ann Niendorf, 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

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 8th day of September, 1947, recorded in the Recorder's Office of Madison County, Iowa, in Book 98, page 378, 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 October 31, 1968

(CORPORATE SEAL)

BANKERS LIFE COMPANY
By: E. E. McAnelly
E. E. McAnelly - Vice Pres.-Mtgs.
By: C. W. Haworth
C. W. Haworth - Asst. Mtg. Secy.

CORPORATION ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF POLK) SS.

On this 31st day of October, A.D. 1968, before me, a Notary Public in and for said County, personally appeared E. E. McAnelly and C. W. Haworth to me personally known, who being by me duly sworn, did say that they are respectively the Vice President-Mortgages and Assistant Mortgage Secretary of said BANKERS LIFE COMPANY (that the seal affixed to said instrument is the seal of said) corporation and that said instrument was signed and sealed on behalf of

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the said corporation by authority of its board of directors, and the said E. E. McAnelly and C. W. Haworth acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

WITNESS my hand and seal the day and year last above written.

(NOTARIAL SEAL)

Jennie A. Weible Notary Public
in and for said County
JENNIE A. WEIBLE
Notary Public in and for Polk County, Iowa
My Commission Expires July 4, 1969

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 1st day of February, 1961, recorded in the Recorder's Office of Madison County, Iowa, in Book 107, page 262, 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 - - - -

Herman F. Niendorf
Herman F. Niendorf

ACKNOWLEDGMENT OF MORTGAGEE'S CONSENT

STATE OF IOWA COUNTY OF MADISON) SS.

On this - - day of - -, A.D. 1968, before me, a Notary Public, personally appeared Herman F. Niendorf 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)

Milo Jones Notary Public
in and for said County.
My commission expires July 4, 19 - -

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 25th day of June, 1968, recorded in the Recorder's Office of Madison County, Iowa, in Book 114, page 102, 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 October 28, 1968

THE MORRIS PLAN COMPANY of DES MOINES
By: John J. Bryant
John J. Bryant Vice President

CORPORATION ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF Polk) SS.

On this 28 day of October, A.D. 1968, before me, a Notary Public in and for said County, personally appeared John J. Bryant to me personally known, who being by me duly sworn, did say that he is respectively the Vice President of said THE MORRIS PLAN COMPANY OF DES MOINES that no seal has been procured by said corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors, and the said John J. Bryant acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

WITNESS my hand and seal the day and year last above written.

NOTARIAL
SEAL

Marjory K. Hoppe Notary Public
in and for said County
MY COMMISSION EXPIRES JULY 4, 1969
Marjory K. Hoppe