

Deed Record, No. 96, Madison County, Iowa

Anna M. Howell et al
To

#86

Filed for record the 20 day of January
A.D. 1969 at 10:08 o'clock A. M.

Fee \$3.50

Iowa Power & Light Co.

Mary E. Welty, Recorder

Parcel No. 61-52
Job No. 21-41-4986
Draft No. 4741-A

TRANSMISSION LINE EASEMENT

Located in State of Iowa
County of Madison Township 76 North
Range 28 West of the 5th P. M.
Section 30

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, Anna May Howell (also known as Anna M. Howell), a single woman; May Jean Howell Clark (also known as May Jean Clark) and Albert S. Clark, her husband; Annabelle Howell Garrett and D. M. Garrett, her husband; and Charles Irwin Howell, a single man and the undersigned Tenant, Ablert S. Clark (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 North 3 Acres of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) and the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 30, Township 76 North, Range 28 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 910 feet South of the Northeast corner of the Northwest Quarter of Section 30, thence running Southwesterly to a point approximately 40 feet West and 940 feet South of the Northeast corner of the Northwest Quarter of Section 30, thence continuing Southwesterly to a point approximately 100 feet South of the Southwest

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corner of the Northwest Quarter (NW $\frac{1}{4}$) of the said Section 30; also, a strip extending 25 feet each side of the bisector of the angle in the above described right-of-way, beginning at the southerly boundary line of said right-of-way and running Southeasterly 70 feet.

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 easements 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 \$140.00 hereunder and it is agreed that if the additional sum of \$1,260.00 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 12th day of December, 1968.

Annabelle Howell Garrett
Annabelle Howell Garrett
D. M. Garrett
D. M. Garrett
Charles Irvin Howell
Charles Irvin Howell

Anna M. Howell
Anna M. Howell
May Jean Clark
May Jean Clark
Albert S. Clark
Albert S. Clark

STATE OF IOWA COUNTY OF MADISON) SS.

On this 12th day of December A.D. 1968, before me, a Notary Public in and for said County and State, personally appeared Anna May Howell, (also known as Anna M. Howell) a single

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woman; and May Jean Howell Clark (also known as May Jean Clark), and Albert S. Clark, her husband 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)

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

STATE OF CALIFORNIA COUNTY OF MARIN) SS

On this 18th day of December, A.D. 1968, before me, a Notary Public in and for said County and State, personally appeared Annabelle Howell Garrett and D. M. Garrett, her husband 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)

J. B. Penfield Notary Public
in and for said County and State
J. B. PENFIELD - Notary Public- Cal.
Comm. Exp. May 15, 1971 - Marin Co.
Hqs. 4th Air Force, Hamilton Air Force Base, Calif

STATE OF CALIFORNIA COUNTY OF SONOMA) SS

On this 19th day of December, A.D. 1968, before me, a Notary Public in and for said County and State, personally appeared Charles Irwin Howell, a single man 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

Rosemond Tassano Notary Public
in and for said County and State
Rosemond Tassano Notary Public
Sonoma County, State of California
My commission expires January 29, 1971