

Deed Record, No. 96, Madison County, Iowa

HART SHEDDEN & BONE CO., WATERLOO, IOWA 50-4316

W. Phillip Duff & wife
To

#689

Filed for record the 20 day of May
A.D. 1969 at 10:32 o'clock A. M.

Fee \$3.50

Iowa Power & Light Co.

Mary E. Welty, Recorder

TRANSMISSION LINE EASEMENTParcel No. 61-30
Job No. 21-41-4986
Draft No. 4719-ALocated in State of Iowa
County of Madison Township 76
North Range 28 West of the 5th
P. M. Section 1

KNOW ALL MEN BY THESE PRESENTS: The undersigned Owners, W. Phillip Duff and Bernice Duff, husband and wife and the undersigned Tenant, Joe Fleming (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 Fractional Quarter of the Northwest Quarter (NE Fr $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 1, Township 76 North, Range 28 West of the 5th P. M., (except the South 25 feet thereof); ALSO, the West 22 feet of the North Fractional Half of the Northeast Quarter (N Fr $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 1, Township 76 North, Range 28 West of the 5th P. M. (except the South 25 feet of said 22 foot strip) all in 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 445 feet North and 22 feet East of the Southwest corner of the Northwest Fractional Quarter of the Northeast Quarter (NW Fr $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 1, thence running Southwesterly to a point approximately 350 feet West and 25 feet North of the Southeast corner of the Northeast Fractional Quarter of the Northwest Quarter (NE Fr $\frac{1}{4}$ NW $\frac{1}{4}$) of the said Section 1.

It is agreed that there will be no structures on this property.

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 the 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

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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 \$500.00 hereunder and it is agreed that if the additional sum of \$ none is paid the undersigned Grantor(s) within - - 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 1st day of April, 1969.

Joe Fleming
Joe Fleming

W. Phillip Duff
W. Phillip Duff
Bernice Duff
Bernice Duff

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF MADISON) SS

On this 1st day of April, A.D. 1969, before me, a Notary Public in and for said County and State, personally appeared W. Phillip Duff and Bernice Duff, husband and wife; and Joe Fleming 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
Milo Jones Notary Public
in and for said County and State.

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 March, 1964, recorded in the Recorder's Office of Madison County, Iowa, in Book 111, page 19, 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 April 17th, 1969.

(CORPORATE SEAL)

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE U.S.
By E. E. McLean
E. E. McLean Vice President

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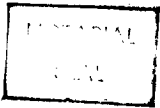
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CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEWYORK) SS.

On this 17th day of April, A.D. 1969, before me, a Notary Public in and for said County, personally appeared E. E. McLean to me personally known, who being by me duly sworn, did say that he is the Vice President of said The Equitable Life Assurance Society of the U.S. (that the seal affixed to said instrument is the seal of 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 E. E. McLean 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.



Ida Welsh
IDA WELSH Notary Public
State of New York
No. 31-4221025 Qualified in New York
County Commission expires March 30, 1971