

Deed Record, No. 96, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA 66-4316

Gendler Stone Products Co., Inc.
To

#548

Filed for record the 17 day of April
A.D. 1969 at 2:21 o'clock P. M.

Fee \$3.50

Iowa Power and Light Company

Mary E. Welty, Recorder

GRANT OF EASEMENT

WHEREAS, Gendler Stone Products Co., Inc. now has a leasehold interest in the following
described real estate situated in Madison County, Iowa, to-wit:

Northeast Quarter of Section 30, Township 76 North, Range
28, West of the 5th P. M.,

and

WHEREAS, at the request of Iowa Power and Light Company, Gendler Stone Products Co., Inc.
does consent to grant to the said Iowa Power and Light Company an easement for the construc-
tion and maintenance of a transmission line across a portion of the above described property
which easement shall be limited as follows:

The Northeast One Quarter 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

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150 feet in width across the above described property. The center line of the said strip shall enter the property at a point approximately 1310 feet west of the Northeast corner of the Northeast Quarter of Section 30, thence running linearly southwesterly to a point approximately 910 feet south of the Northwest Corner of the Northeast Quarter of the said Section 30. The actual position of the transmission line shall be in the center of this strip or to the north of the center of this strip.

NOW, THEREFORE, Gendler Stone Products Co., Inc., in consideration of One Dollar and other valuable consideration, does hereby grant to Iowa Power and Light Company an easement over and across the following described real estate:

The Northeast One Quarter 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. The center line of the said strip shall enter the property at a point approximately 1310 feet west of the Northeast corner of the Northeast Quarter of Section 30, thence running linearly southwesterly to a point approximately 910 feet south of the Northwest Corner of the Northeast Quarter of the said Section 30. The actual position of the transmission line shall be in the center of this strip or to the north of the center of this strip.

subject to the following conditions:

(1) No change in the location of the said transmission line shall be made by the Grantee unless consent of the Grantor is obtained in writing.

(2) Grantor shall have the right to quarry rock within fifty (50) feet of the above described easement and shall have the further right and authority to strip overburden directly up to the edge of the easement. Grantee agrees to assume full responsibility for any and all damage done to Grantee's installation caused by slippage of dirt banks or any other cause, and Grantee further agrees to hold Grantor harmless for said damage.

(3) Grantee agrees to assume full responsibility for any damage to grantee's installations regardless of cause, and grantee agrees to indemnify and hold harmless the grantor from any liability, damage or expense which the grantor may incur or suffer caused by the erection, maintenance or existence of the said transmission line.

(4) Grantor shall have the right to freely traverse over and across the easement conveyed herein with any of Grantor's equipment, including earth-moving equipment. Grantor shall further have the right to pile overburden from Grantor's earth-moving operations on Grantee's right of way providing Grantor does not pile it so high as to leave less than 35 feet clearance between Grantee's lines and the top of Grantor's overburden pile.

(5) This easement is granted for the term of Grantor's lease and any extensions thereof by way of the exercise of options by the Grantor or renewals of said lease by the Grantor.

Signed this 7th day of April, 1969.

(NO SEAL)

GENDLER STONE PRODUCTS CO., INC.

By: Sara Gendler

Sara Gendler, President

By: Annette Gendler Isaacson

Annette Gendler Isaacson, Secretary
GRANTOR

The undersigned Grantee does hereby accept the within Grant of Easement upon the terms and conditions set out therein.

(NO SEAL)

IOWA POWER AND LIGHT COMPANY

By: D. H. Swanson

D. H. Swanson
GRANTEE

STATE OF IOWA, POLK COUNTY, SS:

On this 7th day of April, A.D. 1969, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Sara Gendler and Annette Gendler Isaacson to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument was signed

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on behalf of said corporation by authority of its Board of Directors; and that the said Sara Gendler and Annette Gendler Isaacson acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(NOTARIAL SEAL)

S. David Peshkin
(S. David Peshkin) Notary Public
in and for Polk County, Iowa

STATE OF IOWA, POLK COUNTY, SS:

On this 10th day of April, A.D. 1969, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared D. H. Swanson, to me personally known, who being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument, that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said D. H. Swanson acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

NOTARIAL
SEAL

Lloyd C. McLaughlin
(Lloyd C. McLaughlin) Notary Public
in and for Polk County, Iowa.