

Deed Record, No. 96, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA 506-4316

|                        |            |                                    |
|------------------------|------------|------------------------------------|
| Garland Howell & wife  | #936       | Filed for record the 7 day of July |
| To                     |            | A.D. 1969 at 4:42 o'clock P. M.    |
| Iowa Power & Light Co. | Fee \$3.50 | Mary E. Welty, Recorder            |

TRANSMISSION LINE EASEMENT

|                    |                                     |
|--------------------|-------------------------------------|
| Parcel No. 61-51   | Located in State of Iowa            |
| Job No. - - -      | County of Madison Township 76 North |
| Draft No. - -      | Range 28 West of the 5th P. M.      |
| Structures No. - - | Section 30                          |

KNOW ALL MEN BY THESE PRESENTS: The undersigned owners, Garland Howell and Helen Howell, husband and wife, and the undersigned tenant, - - (hereinafter called the grantors) in consideration of the sum of One Dollar and other valuable consideration 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 of towers or poles or both (which may be erected at different times) for the transmission and supply of electric current, 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, patrolling and removal of said line over, along, across and under the following described premises situated in Madison County, Iowa, to-wit:

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The Northeast Quarter ( $\frac{1}{4}$ ) of Section Thirty (30), Township Seventy-six (76) North, Range Twenty-eight (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.

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.

Grantors, their heirs and assigns, 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 grantors harmless for said damage.

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 grantors from any liability, damage or expense which the grantors may incur or suffer caused by the erection, maintenance or existence of the said transmission line.

Grantors, their heirs and assigns, shall further have the right to pile overburden from grantors' earth-moving operations on grantee's right of way providing grantors do not pile it so high as to leave less than 35 feet clearance between grantee's lines and the top of grantors' overburden pile.

The grantors warrant and covenant unto grantee that, subject to liens and encumbrances of record at the date of this easement, they are the owners of the above described land and have full right and authority to validly grant this easement, and that the 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 line and to renew, replace, add to and otherwise change the line 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 line.

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. Grantee agrees to pay One Hundred Dollars (\$100) minimum for any damage which may be caused to crops on account of grantee entering grantors' property with construction machinery after the original completion of said line. Grantors covenant 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, except as hereinbefore provided.

Grantee, its contractor or agents, may enter said premises for the purpose of making

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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 grantors acknowledge payment of \$267.26 hereunder and it is agreed that if the additional sum of \$2405.34 is paid the undersigned grantors within 60 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 or 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 grantors 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 25 day of June, 1969.

Garland Howell  
Garland Howell  
Helen Howell  
Helen Howell

## ACKNOWLEDGMENT

STATE OF IOWA MADISON COUNTY ) SS

On this 25 day of June, 1969, before me, a Notary Public in and for said County and State, personally appeared Garland Howell and Helen Howell to me known to be the persons who are named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL  
SEAL

Gordon K. Darling  
Gordon K. Darling Notary Public  
in and for said County and State.