

Deed Record, No. 96, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA 506-4318

E. F. Schildberg Constr. Co.	#1310	Filed for record the 9 day of October
To		A.D. 1969 at 11:48 o'clock A. M.
Iowa Power and Light Company	Fee \$4.50	Mary E. Welty, Recorder

GRANT OF EASEMENT

WHEREAS, E. F. SCHILDBERG CONSTR. CO. now has a leasehold interest in the following described real estate situated in Madison County, Iowa, to wit:

The North Half of the Southeast Quater (N $\frac{1}{2}$ SE $\frac{1}{4}$) and the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 8, Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa,

and

WHEREAS, at the request of Iowa Power and Light Company, E. F. SCHILDBERG CONSTR. CO. does consent to grant to the said Iowa Power and Light Company an easement for the construction and maintenance of a transmission line across a portion of the above-described property, which easement shall be limited as follows:

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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 460 feet West of the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section 8, thence running Southwesterly to a point approximately 690 feet North of the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of the said Section 8.

NOW, THEREFORE, E. F. Schildberg Constr. Co., 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:

A strip of land 150 feet in width across the above described property and properties adjacent to it. The centerline of said strip shall enter the property at a point approximately 460 feet West of the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section 8, thence running Southwesterly to a point approximately 690 feet North of the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of the said Section 8,

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 18th day of August, 1969.

E. F. SCHILDBERG CONSTR. CO.
By E. F. Schildberg, President
By S. K. Schildberg, 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, President
D. H. Swanson
GRANTEE

STATE OF IOWA, ADAIR COUNTY, ss:

On this 18th day of August, A.D. 1969, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared E. F. Schildberg and S. K. Schildberg 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 on behalf of said corporation by authority of its Board of Directors; and that the said E. F. Schildberg and S. K. Schildberg 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)

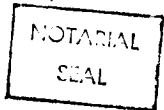
R. W. Stewart
Notary Public in and for said County and State

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STATE OF IOWA, Polk County, ss:

On this 24 day of September, 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.



M. L. Blecher
Notary Public in and for
Polk County, Iowa