

REV: 2-23-90

Parcel No. C-664
Draft No. 11-41-7438
Structure No. _____

EASEMENT

Located in:
State of _____
County of _____
Township _____ North _____
Range _____ West of 5th P.M.
Section _____

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One and no/100--- Dollars (\$1.00), and other valuable consideration, in hand paid by IOWA POWER INC. a corporation, receipt of which is hereby acknowledged, the undersigned _____

NICHOLAS W. PRICE

do hereby grant unto said IOWA POWER INC. the right to construct, maintain and operate an electrical supply line, and communications lines or cables and the poles and other necessary equipment, upon, over, along and across certain real estate described below, together with the right to enter upon the said real estate for the purpose of constructing, maintaining or removing said lines or cables, and the right to trim or remove, with reasonable care, such trees as may interfere with the proper maintenance or operation thereof, and the right to remove from the strip of land specifically described below any obstruction, including buildings and other structures, which interfere with the proper maintenance and operation of said lines or cables. Grantors agree that they will not construct or place any buildings, structures, plants or other objects on the property described below which would result in a violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the lines or cables.

An overhead electric line easement for downguy and anchor purposes described as follows: Commencing at the NE corner of the SE 1/4 SW 1/4, thence west 36 feet to the point of beginning, thence north 10 feet, thence west 10 feet, thence south 10 feet, thence east to the point of beginning.

All on and across a part of the SW 1/4 of Section 31, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa.

IOWA POWER INC. will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, maintenance, operation, or removal of said lines or cables, and this easement shall be binding upon the heirs, successors, and assigns of both parties and shall continue until cancelled by mutual consent, or the removal and abandonment of said lines or cables.

DATED AT Earlham, IA, this 12th day of April, 19 90.

Nicholas W. Price
Nicholas W. Price

FILED NO. 2082
BOOK 127 PAGE 219

ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Madison) > SS.

IND. Fee \$5.00
REC.
PAGE

90 APR 19 AM 9:27

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

On this 12th day of April, A.D., 19 90, before me, a Notary Public, personally appeared Nicholas W. Price

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.



Michael D. Peterson
Notary Public