

REV: 2-23-96

Parcel No. C-946

Draft No. CWO 11-51-6722

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 \_\_\_\_\_

BENNIE R. SLOSS

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.

FILED NO. 2084

See Exhibit "A" attached and by this reference made a part hereof BOOK 127 PAGE 221

90 APR 19 AM 9:31

NO. ☒ MARY E. WELTY  
REC. ☒ RECORDER  
PAGE ☒ MADISON COUNTY, IOWA  
Fee \$10.00

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.

Bennie R. Sloss  
Bennie R. Sloss

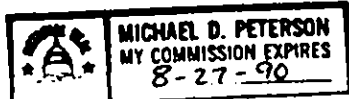
### ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF Madison ) SS.

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

Bennie R. Sloss

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

## E X H I B I T    " A "

An overhead electric line easement for downguy and anchor purposes described as follows:

Commencing at a point on the west right of way line of County Road P57, said point being 415 feet north of the north right of way line of Madison Street, thence west 25 feet, thence north 5 feet, thence east 25 feet, thence south 5 feet to the point of beginning.

All on and across the following described parcel:

Commencing 30 rods north of the SE corner of the W 1/2 NW 1/4 of Section 6, Township 77 North, Range 28 West of the 5th P.M., Madison County, thence south 30 rods, west 14 rods, north 19 rods, and 7 feet, thence in a northeasterly direction to the point of beginning.

Grantee recognizes that Grantor may erect a pond over the easement area in the future and does not object to this construction.