

Please Return To: Iowa Power  
666 Grand, P.O. Box 657  
Des Moines, IA 50303

Rev 4-10-90  
Parcel No. C-310  
Draft No. JAO A46480  
Structure No. \_\_\_\_\_

# IOWA POWER INC. OVERHEAD 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 by the undersigned  
Joseph J. Mazza

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 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 that 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 to consist of a 10 foot wide strip of land, the centerline of which is described as follows: Beginning at a point 260 feet West of the Northeast property corner on the South right-of-way line for County Road G4R thence South a distance of 225 feet to a pole mounted transformer, all on and across the following described property:

A parcel of land in Fractional Section Thirty (30), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., and in Fractional Section Thirty-one (31), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, described as follows: Beginning 50.91 feet South of the East Quarter (E-1/4) corner of Fractional Section Thirty (30), thence South 3257.0 feet, thence South 84° 12' West 222.5 feet, thence North 33° 37' 09" West 360.41 feet, thence North 01° 19' 00" West 234.27 feet, thence North 01° 19' West 928.2 feet, thence North 32° 23' West 783.8 feet, thence North 10° 30' West 759.8 feet, thence North 67° 56' East 1086.3 feet, to point of beginning.

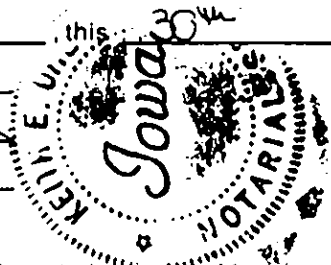
**COMPARED**

Fee \$10.00

**2695**  
FILED NO. \_\_\_\_\_  
BOOK 127 PAGE 537  
91 JUN 28 AM 8:10  
MICHELLE UTSLER  
RECORDER  
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 a mutual consent, or the removal and abandonment of said lines or cables.

DATED AT Des Moines this 30<sup>th</sup> day of May, 19 91  
[Signature]  
Joseph J. Mazza



Acknowledgment on the reverse side

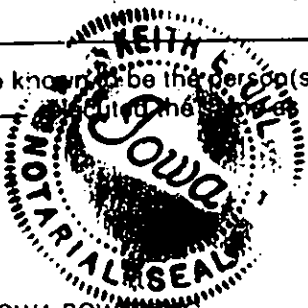
ACKNOWLEDGMENT

Please Return To Iowa Power  
600 Grand P.O. Box 827  
Des Moines, IA 50303

STATE OF IOWA )  
COUNTY OF Polk ) SS.

On this 30<sup>th</sup> day of May, A.D., 19 91, before me, a Notary Public, personally appeared  
Joseph J. Mazza

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 voluntary act or deed.



[Signature]  
Notary Public in and for said County

MORTGAGEE'S CONSENT

TO IOWA POWER INC.

As legal holder and owner of all the notes or other evidences of indebtedness secured by mortgage of deed or trust, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, recorded in the Recorder's Office of \_\_\_\_\_ County, Iowa, in Book \_\_\_\_\_, Page \_\_\_\_\_, as Document No. \_\_\_\_\_, the undersigned hereby consent(s) and join(s) in the granting to said company of the within and foregoing right-of-way agreement.

Dated \_\_\_\_\_

ACKNOWLEDGMENT OF MORTGAGEE'S CONSENT

STATE OF IOWA )  
COUNTY OF \_\_\_\_\_ ) SS.

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

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 voluntary act or deed.

\_\_\_\_\_  
Notary Public in and for said County

CORPORATION ACKNOWLEDGMENT

STATE OF IOWA )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_, before me, a Notary Public in and for said County personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me personally known, who being by me duly sworn, did say that \_\_\_\_\_ he \_\_\_\_\_ (is) (are) (respectively) the \_\_\_\_\_ of said \_\_\_\_\_ (that no seal has been procured by said) corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors, and the said \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

WITNESS my hand and seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for said County