

W.C. FOGLER HEIRS

RIGHT-OF-WAY EASEMENT

Assessment No. 3.ALT.....

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned ..... Elma E. Fogler, single .....

and ....., (husband and wife)(single) hereinafter referred to as "Grantor", for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Indianapolis Municipal Electric Utility (hereinafter called the "Grantee"), whose post office address is 111 S. Huston, Indianapolis, Iowa 50125, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of ..... Madison .....

State of Iowa and more particularly described as follows:

All that part of the North Half (1/2) of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-nine (29) lying South of Iowa Primary Highway No. 92, except the West 167 feet thereof, and excepting a tract in the Northeast corner thereof described as follows: Commencing at the Northeast corner thereof running thence West 16 1/2 rods, thence South 388.75 feet, thence East 16 1/2 rods, thence North to the place of beginning, in Township Seventy-six (76) North, Range Twenty-six (26) West of the 3rd P.M., Madison County, Iowa.

Section 29 Township 76 North Range 26 West of the Fifth P.M. and a right-of-way to construct, operate, replace, repair and maintain thereon, or remove therefrom at its option, an electric transmission and distribution line (lines), including all necessary poles, cross-arms, guy wires, anchors and overhead for the transmission and distribution of electric current for any purpose whatsoever, including the right to cut and trim trees and shrubbery to the extent necessary to keep them clear of the electric line (lines), or that may interfere with or threaten to endanger the operation or maintenance of said line (lines), said right-of-way being described as follows, to-wit:

A strip of land bounded by the east and west property lines and 22 1/2 feet each side of a line 82 1/2 feet south of the centerline of 1393 IDOT #92 and access to same.

COMPARED

BOOK 127 PAGE 583

91 DEC -5 PM 2: 37

Fee \$5.00

MICHELLE UTSLER RECORDER MADISON COUNTY, IOWA

Wires constructed following this easement grant shall not be less than the minimum height as required by the National and State Electrical Safety Code above the surface of the ground beneath said wires. Grantee shall have the exclusive right to the space occupied by said wires beneath and on either side thereof as is necessary to provide reasonably safe isolation of the wires from contact by any person or object.

The Grantor agrees not to place, or allow to be placed, any building, structure or object of any kind beneath or in such close proximity of said wires as to encroach upon the easement rights of Grantee until proper notification is given to and subsequent approval given by, said Grantee.

All damages to the property of the Grantor (other than to trees) caused by constructing, maintaining, replacing, repairing, or removing, said electric line (lines), shall be borne by the Grantee, its successors or assigns.

The grantors covenant that the above described lands are free and clear of encumbrances and liens of whatever character except those held by Not Applicable

and except taxes and assessments not yet due.

It is further understood that, whenever necessary, words used in this instrument in the singular shall also be construed to read in the plural, and that words used in the masculine gender shall also be construed to read in the feminine and vice versa.

And Elma E. Fogler hereby releases any right of dower, distributive share, homestead or other interest he or she may have in and to the easement granted herein.

"Grantor has the right to cancel this Agreement granting easement to Grantee by mailing a 'Notice of Cancellation' to the Grantee at its principal place of business by certified mail with return requested. The Notice must be received by Grantee within seven (7) days, excluding Saturday and Sunday. Grantor acknowledges receipt of this written information as to right to cancel prior to signing of this easement agreement and acknowledges receipt of the form in duplicate which can be used to mail Grantee for 'Notice of Cancellation'. Grantee will not cancel this Agreement until after the period for cancellation has expired. This right of cancellation may be exercised only once for each transmission line project."

IN WITNESS WHEREOF, we have set our hands this 26th day of September, A.D. 1991.

Elma E. Fogler signature and name

STATE OF IOWA MADISON COUNTY

On this 26th day of September, A.D. 1991, before me, John E. Casper, Notary Public in and for the County of Madison, State of Iowa, personally appeared Elma E. Fogler

and who executed the foregoing instrument, and acknowledged that (he) (they) executed the same as their (his) (her) (their) act and deed.

John E. Casper signature and name, Notary Public in and for Madison County, Iowa.

Notary seal for John E. Casper, Notary Public, State of Iowa, My Commission Expires May 7, 1993