

ORLO M. TAYLOR & EDNA MARIE TAYLOR

RIGHT-OF-WAY EASEMENT

Easement No. 15

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Orlo M. Taylor

and Edna Marie Taylor (husband and wife) together hereinafter referred to as "Grantor", for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Indianola Municipal Electric Utility (hereinafter called the "Grantee"), whose post office address is 111 S. Buxton, Indianola, 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:

See Exhibit "A"

Fee \$10.00

FILED NO. 1903 BOOK 121 PAGE 204

1988 APR 19 PM 3:50

MARY E. WELTY RECORDER MADISON COUNTY, IOWA

Section 25 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 overhang 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 south right-of-way line of T.H. 92, a line parallel to and 25 feet south of said line and the east and west property lines.

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 whatsoever character except those held by

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 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 record 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 7th day of April A.D. 19 88

Orlo M. Taylor

Edna Marie Taylor

STATE OF IOWA } ss Madison COUNTY

On this 7th day of April A.D. 19 88 before me, A. U. Larson

Notary Public in and for the County of Madison State of Iowa, personally appeared Orlo M. Taylor

Edna Marie Taylor

and to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (they) executed the same as their voluntary act and deed. A. U. Larson



A. U. Larson Madison County, Iowa

All of Block 19 and all of Block 18 of the Original Town of Bevington, Madison County, Iowa, and also all of the real estate lying south of said Block 19 and between said Block 19 and the center of Middle River, being more particularly described as a tract of real estate bounded by and included within a line running as follows: Commencing at the southwest corner of said Block 19 of the Original Town of Bevington, Iowa, running thence south to the center of Middle River, thence in a northeasterly direction, with the meanderings of Middle River, to a point directly south of the southeast corner of said Block 19, thence north to the southeast corner of said Block 19, thence in a straight line in a southwesterly direction to the southwest corner of said Block 19; and also all of the real estate lying south of said Block 18 and between said Block 18 and the center of Middle River, being more particularly described as follows: Commencing at the southwest corner of said Block 18 of the Original Town of Bevington, Iowa, running thence south to the center of Middle River, thence in a northeasterly direction, with the meanderings of Middle River, to a point directly south of the southeast corner of said Block 18, thence north to the southeast corner of said Block 18, thence in a straight line in a southwesterly direction to the southwest corner of said Block 18; all of said real estate being situated in Township 76 North, Range 26 West of the 5th P.M., in Madison County, Iowa, and

A tract of real estate bounded by and included within a line running as follows: Commencing at the northeast corner of Block 19 of the Original Town of Bevington, Iowa, running thence in a straight line in a northeasterly direction to the northwest corner of Block 18 of the Original Town of Bevington, Iowa, thence south to the center of Middle River, thence in a southwesterly direction, with the meanderings of Middle River, to a point directly south of the northeast corner of Block 19 of the Original Town of Bevington, Iowa, thence north to the northeast corner of said Block 19, and

A tract of real estate bounded by and included within a line commencing at the northeast corner of Block 18 of the Original Town of Bevington, Iowa, running thence in a straight line in a northeasterly direction to the northwest corner of Block 17 of the Original Town of Bevington, Iowa, thence south to the center of Middle River, thence in a southwesterly direction, with the meanderings of Middle River to a point directly south of the northeast corner of said Block 18, thence north to the northeast corner of said Block 18; all of said real estate being situated in Township 76 North, Range 26 West of the 5th P.M., in Madison County, Iowa, and

That part of the railroad right of way abandoned by the Chicago, Rock Island and Pacific Railroad Company, running through or adjacent to the above described real estate, and

Beginning at a point where the Southerly right of way line of Iowa Highway No. 92 intersects the West line of Block 15, thence S 74° 21' W along said right of way line 308.3 feet, thence Southwesterly 396.5 feet along a 2232.0 ft. radius curve concave Southeasterly and tangent to the preceding course to the West boundary of the Town of Bevington, Iowa, thence South along said West boundary 125.0 feet to the Northwesterly right of way line of the abandoned Chicago, Rock Island & Pacific Railroad, thence Northeasterly along said right of way 728.88 feet to the West line of said Block 15, thence North 40.6 feet to the point of beginning, all of the above described tract being in the Town of Bevington, Iowa.