

RIGHT-OF-WAY EASEMENT

Easement No. 13A

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Harry Johnny Shnurman-Pres. and

Meyer Shnurman-V. Pres. of Shelf, Inc. (husband and wife) hereinafter referred to as

Grantor, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Indiana Municipal Electric Utility (hereinafter called the "Grantee"), whose post office address is 111 S. Buxton, Indiana, 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".

Compared

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BOOK 121 PAGE 222
1988 JUN -3 PM 1:25
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$10.00

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:

One anchor group and guy stub (pole) northerly from the north right-of-way of T.H. #92 13', approximately 350 feet westerly of the centerline of the north-south road at the east property line.

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 24th & 25th day of May, A.D. 19 88

By: Meyer Shnurman - V. Pres.
Meyer Shnurman-V. Pres.

Shelf, Inc.
Shelf, Inc.
Harry Johnny Shnurman-Pres.

STATE OF IOWA
*Madison & **Polk. COUNTY } SS

On this 24th & 25th day of May, A.D. 19 88, before me, A. U. Larson

Notary Public in and for the County of Madison & Polk, State of Iowa, personally appeared Harry Johnny Shnurman-Pres.

and Meyer Shnurman-V. Pres. of Shelf, Inc.

to make 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

August 19, 1988

Notary Public in and for Madison & Polk, County, Iowa.

EXHIBIT "A" -Easement No. 13A

Parcel 2 - Commencing at the SW corner of Section 25, Township 76 North, Range 26 West of the 5th P.M., thence N 0°-59'-13" E Nine hundred seventy three and four hundredths feet (973.04') to a Point (said point being intersection of the West line of Section 25 and the North line of Iowa Highway 92), thence N 51°-52'-21" E eight hundred fifty-one and fourteen hundredths feet (851.14') to the Point of Beginning, said Point being on the Northerly R-O-W of Highway # 92, thence N56°-12'-02" W three hundred five and ninety-one hundredths feet (305.91'), thence N 51°-52'-21" E one hundred forty-one and fifty-two hundredths feet (141.52'), thence N 0°-15'-02" W nine hundred thirty and forty three hundredths feet (930.43'), thence N 0°-18'-12" E one thousand three hundred twelve and ninety seven hundredths feet (1312.97') to the North line of SW $\frac{1}{4}$ NW $\frac{1}{4}$, thence N 83°-11'-00" E seven hundred forty-eight and fifty-seven hundredths feet (748.57') to the East line of SW $\frac{1}{4}$ NW $\frac{1}{4}$, thence S 0°-17'-18" E one thousand three hundred seventeen and seventy-four hundredths feet (1317.74') to South line of SW $\frac{1}{4}$ NW $\frac{1}{4}$, thence S 83°-32'-53" W one hundred eleven and sixty hundredths feet (111.60'), thence N 3°-47'-10" W fifty feet (50.00') thence S 85°-51'-33" W four hundred twenty-one feet (421.00') thence S 3°-47'-10" E one thousand one hundred sixty-four and fifty hundredths feet (1164.50') to North line of Iowa Highway 92, thence S 51°-52'-21" W one hundred eighty-seven feet (187.00') to the Point of Beginning. Said parcel contains 28.8 acres more or less.

Parcel 3 - Ten(10) Acres more or less commencing at the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), Section 25, Township 76 North, Range 26 West of the 5th P.M., thence West 111.60 feet to the point of beginning; thence North 2°29' East 50.0 feet; thence North 87°31' West 421.0 feet; thence South 2°29' West 1164.50 feet; thence northeasterly along the North right-of-way line of Highway 92 approximately 493 feet, thence North 2°29' East 857.50 feet to the point of beginning, all in Madison County, Iowa.

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