

Compass

FILED NO. 2434
BOOK 121 PAGE 237TRANSMISSION LINE EASEMENT

1988 JUN 30 AM 10:21

Know all men by these presents:

MARY E. WELTY
RECORDER
MADISON COUNTY IOWA
Fee \$15.00

The undersigned, William C. Fogler Estate, hereafter called the Grantor, in consideration of the sum of \$395.46, does hereby grant to the Indianola Municipal Electrical Utility, hereafter called the Grantee, whose post office address is 111 South Buxton, Indianola, Iowa 50125, and to its successors or assigns, the perpetual right and easement to construct, repair, maintain, operate, inspect, patrol and remove poles for the transmission and supply of electrical current, with wires and cables, upon and from the same and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances as may be reasonably necessary for the convenient construction, repair, maintenance, operation, inspection, patrolling and removal of said line over, along, across and under the following described real estate situated in Madison County, Iowa, to-wit:

A strip of land bounded by the East and West property lines, the South right-of-way line of State Highway No. 92 and a line 25 feet South and parallel to said right-of-way line in the West Half (1/2) of the Southwest Quarter (1/4) of Section Twenty-eight (28) in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M..

The Grantors warrant and covenant to the Grantee that, subject to liens and encumbrances of record at the date of this Easement, it is the owner of the above described land and has full right and authority to validly grant this Easement, and the Grantee may quietly enjoy its estate in the premises.

The Grantee is given the right to trim, cut and clear away any trees, limbs and brush, whether located on the above described easement property or adjacent to or overhanging the same, and the right to remove from the above described easement property any obstruction, including inflammable materials, brush, structures of any kind or other obstructions wherever in its judgment such will interfere with or endanger the construction, operation or maintenance of this line; and to remove, replace, and otherwise change the line or any part thereof in all

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appurtenances thereto and the location thereof within the easement property; and to have reasonable access to this property from Grantor's adjoining lands.

In consideration of such grant, the Grantee agrees it will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, operation, maintenance, inspection, patrolling or removal of this line.

The Grantors covenant that no act will be permitted within the easement property which is inconsistent with the rights hereby granted; that no buildings or structures will be erected upon said property; and, that the present grade or ground level thereof will not be changed by excavation or filling.

The attached Agreement for compensation is incorporated into this Agreement and made a part hereof.

This Agreement shall be subject to Court approval.

This Agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Dated on this 26th day of May, 1988.

WILLIAM C. FOGLER ESTATE

By Elma E. Fogler
Elma E. Fogler, Administrator

INDIANOLA MUNICIPAL ELECTRIC UTILITY

By Glen A. Bowles

STATE OF IOWA)
) SS
MADISON COUNTY)

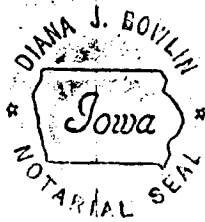
On this 26th day of May, 1988, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Elma E. Fogler, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Glen A. Bowles
Notary Public

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STATE OF IOWA)
) SS
WARREN COUNTY)

On this 23rd day of May, A.D. 1988, before me, a Notary Public in and for said county, personally appeared Stann Smith, to me personally known, who being by me duly sworn did say that that person is the Chairman & President of said corporation, that (the seal affixed to said instrument is the seal of said) (not seal has been procured by the 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 the Chairman acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Diana J. Boylin
Notary Public