HARRY JOHNNY SHNURMAN AND CHARLOTTE SUTTON SHNURMAN

RIGHT-OF-WAY EASEMENT

Easement No. 12 ALT.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Harry Johnny Shnurman

and Charlotte Sutton Shnurman (husband and wife) 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:

Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 26, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa.

Section 26 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 east and west property lines and 22½ feet each side of a line 82½ feet southeasterly of the centerline of IDOT #92 and access to same.

IND. ✓ REC. ✓ PAGE — Compared

FILED NO. 1109
BOOK 121 PAGE 385

1988 DEC -1 AM 11:34

Fee $5.00

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Wires constructed following this easement grant shall not be less than the minimum height as required by the National Electrical Safety Code above the surface of the ground beneath said wires. Grantee shall have the exclusive right to the space 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 15th day of November A.D. 19 88

Harry Johnny Shnurman

Harry Johnny Shnurman

Charlotte Sutton Shnurman

Charlotte Sutton Shnurman

STATE OF IOWA
Madison COUNTY } ss

On this 15th day of November A.D. 19 88 before me, A.U. Larson a Notary Public in and for the County of Madison, State of Iowa, personally appeared Harry Johnny Shnurman and Charlotte Sutton Shnurman 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
Iowa
NOTARIAL SEAL

My Commission expires: August 19, 1991

A.U. Larson Madison
Notary Public in and for ..... County, Iowa.