IP2-4
REV:2-23-86

Parcel No. C-189
Draft No. JAO A89062
Structure No. _____

EASEMENT

Located in:
State of _____
County of _____
Township ____ North _____
Range _____ West of 5th P.M.
Section _____

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One and no/100--Dollars ($ 1.00), and other valuable consideration, in hand paid by IOWA POWER AND LIGHT COMPANY, a corporation, receipt of which is hereby acknowledged, the undersigned _____

CLARENCE H. MARTENS and MAE E. MARTENS, his wife

do hereby grant unto said IOWA POWER AND LIGHT COMPANY the right to construct, maintain and operate an electrical supply line, and communications lines or cables and the poles and other necessary equipment, upon, over, along and across certain real estate described below, together with the right to enter upon the said real estate for the purpose of constructing, maintaining or removing said lines or cables, and the right to trim or remove, with reasonable care, such trees as may interfere with the proper maintenance or operation thereof, and the right to remove obstruction, including buildings and other structures, which interfere with the proper maintenance and operation of said lines or cables. Grantors agree that they will not construct or place any buildings, structures, plants or other objects on the property described below which would result in a violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the lines or cables.

The overhead electric line easement consists of a strip of land 10 feet in width, the centerline of said 10 foot strip being described as follows:

Beginning at a point approximately 354 feet west of the southeast corner of Section 11, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, running thence north a distance of approximately 215 feet.

IOWA POWER AND LIGHT COMPANY will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, maintenance, operation, or removal of said lines or cables, and this easement shall be binding upon the heirs, successors, and assigns of both parties and shall continue until cancelled by mutual consent, or the removal and abandonment of said lines or cables.

DATED AT Earlham, Iowa, this 9th day of October, 19 86.

IND
REC
PAGE

Clarence H. Martens
Mae E. Martens
Mae E. Martens

ACKNOWLEDGMENT

STATE OF IOWA)
> SS.
COUNTY OF MADISON)

Compared

STATE OF IOWA, MADISON COUNTY, ss.
Inst. No. 924
Book 119 Page 759
1 pg.
Filed for Record this 5 day of November 19 86 at 9:30 AM
Recording Fee $5.00 Mary E. Welty, Recorder, By _____ Deputy

On this 9th day of October, A.D., 19 86, before me, a Notary Public, personally appeared Clarence H. Martens and Mae E. Martens

to me known to be the person(s) who is (or are) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public