Compared

STATE OF IOWA, MADISON COUNTY, ss.

Inst. No. 697 Filed for Record this 11 day of October 1976 at 2:35 P.M.

Book 112 Page 25 Recording Fee 4.50 Mary E. Welty, Recorder, By _____ Deputy

# SUBORDINATION AGREEMENT

On this 28TH day of SEPTEMBER, 1976, the undersigned, being the holder of an easement for an electric transmission line dated October 15, 1968, (recorded in the office of the County Recorder, County of Madison, State of Iowa, in Book 96 at Page 245) now outstanding against all or part of the land described in the easement executed by Gladys Opal Armstrong to Iowa Power and Light Company, for electric transmission line purposes, in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, hereby agrees that said easement for an electric transmission line is and shall be, except as to the exceptions, conditions, and reservations hereinafter specified, subject and subordinate to the rights and privileges granted to the State of Iowa under a certain easement granted by Gladys Opal Armstrong to the State of Iowa dated December 15, 1971, and recorded in Book 100 at Page 339 of the records of Madison County only that portion of the property described below:

The West Ten (10) acres of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section Two (2), and the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section Two (2) all in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

It is expressly understood that this agreement shall not affect the rights and privileges now owned by Iowa Power and Light Company and authorizing the construction, reconstruction, operation, maintenance, and removal of its electric transmission line and facilities to, under, and over the lands aforesaid.

Iowa Power and Light Company hereby subordinates its rights under the above described easement to the said State of Iowa for the purpose of creating a water impoundment by means of retarding the flow of certain waters crossing said lands subject to the following restrictions and reservations:

1. The body or bodies of water so created shall not in any way interfere with nor inundate the pole or other support structures of the electric transmission line.

2. The body or bodies of water so created shall be allowed to cross under said transmission line but shall at all times be maintained at a level which shall not reduce the airspace between the surface of said waters and the electric transmission line below the minimum level established by the National Electric Safety Code including any future amendments to the relevant sections thereof.

3. Iowa Power and Light Company reserves the right to cross the impounded waters in the future for the purpose of ordinary maintenance and operation including but not limited to alteration, construction, and reconstruction.

The State of Iowa agrees that it shall bear any and all expenses associated with said electric transmission line and facilities which result from the reconstruction of said line and/or facilities at the request of the State of Iowa, or modifications or alterations of said line and/or facilities which are made necessary by the failure of the State of Iowa to conform to the terms, restrictions, and reservations contained in this Agreement. Iowa Power and Light Company agrees not to construct, alter, or modify said line and/or facilities described herein in such a manner as to interfere with the flood retarding structure.

IN WITNESS WHEREOF, IOWA POWER AND LIGHT COMPANY, has caused this instrument to be signed and attested by its President and its Corporate Seal affixed this 28TH day of SEPTEMBER, 1976.

IOWA POWER AND LIGHT COMPANY

By J. R. Lyon

ATTEST: Ronald L Bleuhr

ASSISTANT SECRETARY

Accepted this 29th day of September, 1976.

STATE OF IOWA

By Fred A Priewert

IND. ✓
REC. _____
PAGE ✓

CORPORATION ACKNOWLEDGMENT

STATE OF IOWA )
)
COUNTY OF POLK )

On this 21ST day of SEPTEMBER, A.D., 19 76, before me, a Notary Public in and for said County, personally appeared J. R. LYON and MARGARET L. BLECHER, to me personally known, who being by me duly sworn, did say that they are respectively the EXECUTIVE VICE PRESIDENT and ASST. SECRETARY of said Iowa Power and Light Company that the seal affixed to said instrument is the seal of 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 J. R. LYON and MARGARET L. BLECHER acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

WITNESS my hand and seal the day and year last above written.

A. P. Breitbach, Jr.

Notary Public in and for said County

NOTARIAL SEAL IOWA

A. P. BREITBACH, JR.
MY COMMISSION EXPIRES
September 30, 1977