116

Parcel No. 61-116

Job No. _____

Draft No. _____

County Madison

Township 77 North

Range 27 West of the 5th P.M.

Section 1

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, Nancy S. Lawrence and Walton M. Lawrence, Wife and Husband, Elizabeth S. Gregory, Single, Record Owners; and Donald P. Noack and Eleanor A. Noack Husband and Wife, Contract Purchasers

and the undersigned Tenant, _____

(hereinafter called the Grantor(s), in consideration of the sum of One Dollar and other valuable considerations in hand paid, do hereby grant to Iowa Power and Light Company, an Iowa Corporation, (hereinafter called the Grantee,) the perpetual right and easement to construct, reconstruct, repair, maintain, operate, inspect, patrol and remove a line of towers or poles for the transmission and supply of electric current, with wires and cables upon and from the same and all necessary foundations, anchors, guys, braces, fittings, equipment and apurtenances including a buried ground wire, and such culverts, bridges, and ways of access as may be reasonably necessary for the convienent construction, reconstruction, repair, maintenance, operation, inspection, patrolling and removal of said line over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

The East 94 feet of the North Half (N½) of the Southeast Quarter (SE¼) of Section 1, Township 77 North, Range 27 West of the 5th P.M., Madison County, Iowa, the centerline of the transmission line being described as follows:

Beginning at a point 19 feet West of the East line of said Section 1, thence North to a point on the North property line 19 feet West of the East line of said Section 1.

This easement is limited to construction of one 345,000 volt electric transmission line across the above described property consisting of one 2-pole structure and associated conductors.

REAL ESTATE TRANSFER TAX
— 61 —
MW
31 JAN. 77
1-31-77
$009.90 TRANSFER FEE

FILED NO. 1408
BOOK 112 PAGE 116
1977 JAN 31 PM 12: 13
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee 4 50

The Grantor(s) warrants and covenants unto 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 that Grantee may quietly enjoy the premises.

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 and overhanging the same, and the right to remove from the above described easement property any obstruction, including buildings, 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 said line, and to renew, replace, and to otherwise change the lines and any part thereof and all appurtenances thereto and the location thereof within the easement property; and to pass along the easement property to and from adjoining lands and to have reasonable access to said property from Grantor's adjoining lands. The Grantee may erect and use gates in all fences which cross or which shall hereafter cross the route of said line.

In consideration of such grant, Grantee agrees that 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 said line. Grantor(s) covenants that no act will be permitted within the easement property which is inconsistent with the rights hereby granted; that no building 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.

Grantee, its contractor or agents, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement but the easement shall not otherwise be operative nor shall construction begin until a franchise for the line is issued by the Iowa State Commerce Commission and until the full consideration is paid as hereinafter provided.

The Grantor(s) acknowledges payment of $ 100.00 hereunder and it is agreed that if the additional sum of $ 9,020.00 is paid the undersigned Grantor(s) within one year from the date hereof, or the release of this easement from any liens or encumbrances of record, whichever date is later, this agreement shall become binding upon all parties hereto but shall terminate upon the permanent removal or abandonment of all lines and appurtenances of Grantee upon the easement property. If the additional amount of consideration is not paid within the time stated above, then the initial payment shall be forfeited to the Grantor(s) and both parties shall be released from all further obligation hereunder. The parties hereto agree that all payment made by virtue of this agreement shall be paid to Nancy S. Lawrence of #3 Sherwood Ct., Hillsborough, CA 94010 as agent for the Grantor(s).

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

Dated this 24th day of January, 1977

OFFICIAL SEAL
MARIAN DUKES
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires Sept. 1, 1980

Marian Dukes

Nancy S. Lawrence

Walton M. Lawrence

Elizabeth S. Gregory

Donald P. Noack

Eleanor A. Noack

ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, A.D., 19 _____, before me, a Notary Public in and for said County and State, personally appeared _____

_____

_____

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

_____
Notary Public in and for said County and State

ACKNOWLEDGMENT

STATE OF IOWA)
) SS
COUNTY OF MADISON)

On this 17TH day of DECEMBER, A.D., 19 76, before me, a Notary Public in and for said County and State, personally appeared ELEANOR A. NOACK & DONALD P. NOACK

_____

_____

to me known to be the person(s) who ~~is (or~~ are) named in and who executed the foregoing instrument, and acknowledged that I he ~~X~~ _____ executed the same as THEIR voluntary act and deed.

J. N. Lemon

J. N. LEMON
MY COMMISSION EXPIRES
September 30, 1979

_____
Notary Public in and for said County and State

STATE OF CALIFORNIA,
City & County of San Francisco } ss.

On this 21st day of October in the year one thousand nine hundred and 76 before me, DOROTHY CABLE, a Notary Public, State of California, duly commissioned and sworn, personally appeared NANCY S. LAWRENCE and WALTON LAWRENCE

known to me to be the person S whose name S are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City & County of San Francisco the day and year in this certificate first above written.

OFFICIAL SEAL
DOROTHY CABLE
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
My Commission Expires June 5, 1979

Dorothy Cable
Notary Public State of California.
DOROTHY CABLE

My Commission Expires 6-5-79

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

_____ executed the same as _____ voluntary act and deed.

_____
Notary Public in and for said County.

My commission expires July 4, 19 _____

CORPORATION ACKNOWLEDGEMENT

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, A.D. 19 _____, before me, a Notary Public in and for said County, personally appeared _____,

and _____

to me personally known, who being by me duly sworn, did say that _____ he _____, is (are) (respectively) the _____

and _____

of said _____,

(that the seal affixed to said instrument is the seal of said) (that no seal has been procured by 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 _____

and _____ 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.

_____
Notary Public in and for said County