118

Parcel No. 61-118

Job No. _____

Draft No. _____

County Madison

Township 77 North

Range 26 West of the 5th P.M.

Section 6

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, Ira S. Smith and Dorothy Smith

and the undersigned Tenant, Donald W. Waller

(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 West 56 of Government Lots 2 and 3 in Section 6, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa.

This easement is limited to overhang only for one 345,000 volt electric transmission line. No structures will be located upon the above described property.

REAL ESTATE TRANSFER TAX
—61—
31 JAN 77
1-31-77
087 $004.40 TRFR FEE

FILED NO. 1409
BOOK 112 PAGE 118
1977 JAN 31 PM 12:14
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 (ONE HUNDRED) hereunder and it is agreed that if the additional sum of $ 4000.00 (FOUR THOUSAND) 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 Ira S. Smith and Dorothy Smith of _____ 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 21ST day of SEPTEMBER, 19 76.

Ira S. Smith

Dorothy F. Smith

Donald W. Waller (TENANT)

Donald W. Waller

ACKNOWLEDGMENT

STATE OF IOWA)
) SS
COUNTY OF MADISON)

On this 21ST day of SEPTEMBER, A.D., 19 76, before me, a Notary Public in and for said County and State, personally appeared IRA S. SMITH & DOROTHY F. SMITH (HUSBAND & WIFE)

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

J. N. LEMON
NOTARIAL SEAL IOWA
MY COMMISSION EXPIRES
September 30, 1979

Notary Public in and for said County and State

ACKNOWLEDGMENT

STATE OF IOWA)
) SS
COUNTY OF MADISON)

On this 23RD day of SEPTEMBER, A.D., 19 76, before me, a Notary Public in and for said County and State, personally appeared DONALD W. WALLER

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 HIS voluntary act and deed.

J. N. LEMON
NOTARIAL SEAL IOWA
MY COMMISSION EXPIRES
September 30, 1979

Notary Public in and for said County and State

MORTGAGEE'S CONSENT

TO IOWA POWER AND LIGHT COMPANY:

As legal holder and owner of all the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the _____ day of _____, 19 _____, recorded in the Recorder's Office of _____ County, Iowa, in Book _____, page _____, as Document No. _____, the undersigned hereby consent(s) and join(s) in the granting to said company of the within and foregoing right-of-way agreement.

Dated _____

ACKNOWLEDGEMENT OF MORTGAGEE'S CONSENT

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, A.D. 19 _____, before me, a Notary Public, 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.

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