Compared

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BOOK 112 PAGE 166
1977 APR 29 PM 2:00
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee 6 50

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENCE:

The undersigned owners, Burt Smith and Jean Smith, hereafter called the Grantors, in consideration of the sum of one dollar and other valuable considerations in hand paid, do hereby grant to the Board of Trustees of the Waterworks and Electric Light and Power Plant of the City of Winterset, Iowa, and the City of Winterset, Iowa, hereafter called the Grantee, the perpetual right and easement to construct, repair, maintain, operate, inspect, patrol and remove 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 appurtenances as may be reasonably necessary for the convenient construction, repair, maintenance, operation, inspection, patroling and removal of said line over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

South Eight (8) Feet of Lots One (1), Two (2), Three (3) and Four (4) in Block One (1), Danforth's Second (2nd) Addition

The Grantors warrant and covenant under 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 the 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 or overhanging the same, and the right to remove from the above described easement property any

obstruction, including 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 this line; and to renew, replace, and to otherwise change the line or 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 this property from Grantors adjoining lands.

In consideration of such grant, Grantee agrees 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, patroling or removal of this line. The Grantors covenant that no act will be permitted within the easement property which is inconsistent with the rights hereby granted; that no buildings 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.

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 31st day of December, 1976.

[redacted],

[redacted]

Grantor

Spouse

GRANTEE:

Board of Trustees of the Waterworks and Electric Light and Power Plant of the City of Winterset, Iowa

By
Acting Chairman

STATE OF IOWA)
) ss
MADISON COUNTY)

On this 31st day of December, 1976, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Burt Smith and Jean Smith, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

JOHN E. CASPER
MY COMMISSION EXPIRES
9-30-77

John E. Casper
JOHN E. CASPER, NOTARY PUBLIC