Parcel No. 61-73

Job No. _____

Draft No. _____

County Madison

Township 74 North

Range 27 West of the 5th P.M.

Section 1

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, _____

Verl Dillinger and Inez Dillinger, Husband and Wife
Harold Dillinger and Bulah Dillinger, Husband and Wife

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:

A strip of land 150 feet in width across the Northwest Quarter (NW¼), the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) North of Creek, 14.67 Acres in Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section 1, Township 74 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 on the South property line approximately 610 feet East of the West line of said Section 1, thence Northeasterly to a point approximately 970 feet East and approximately 550 feet South of the Northwest corner of the Southwest Quarter (SW¼) of said Section 1, thence Northeasterly to a point approximately 75 feet West and 1,490 feet South of the Northeast corner of the Northwest Quarter of said Section 1, thence North to a point on the North property line approximately 75 feet West of the Northeast corner of the Northwest Quarter (NW¼) 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 five 2-pole structures and associated conductors.

REAL ESTATE TRANSFER TAX
- 2 SEP 77
SEAL STATE OF IOWA
DEPARTMENT OF REVENUE
9-2-77
008 $017.05 TRFR FEE

FILED NO. 421
BOOK 112 PAGE 273
1977 SEP -2 AM 9:48
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee 4.50
ER

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 $ 15,700.00 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 Harold Dillinger and Bulah Dillinger, Husband and Wife 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 18 day of May 19 77.

Harold Dillinger
Harold Dillinger

Bulah Dillinger
Bulah Dillinger

Verl Dillinger
Verl Dillinger

Inez Dillinger
Inez Dillinger

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, Madison COUNTY, ss:

On this 18 day of May, A. D. 19..., before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Harold Dillinger Bulah Dillinger, Verl Dillinger, Inez Dillinger

to me known to be the identical persons named in and who executed the within and foregoing instrument **to which this is attached,** and acknowledged that they executed the same as their voluntary act and deed.

Glenn G. Appenzeller
Notary Public in and for the State of Iowa

GLENN G. APPENZELLER
Notary Public in the State of Iowa
My Commission Expires Sept. 30, 1977

IOWA STATE BAR ASSOCIATION
Official Form No. 11 (Trade-Mark Registered, State of Iowa)
P-1842 This Printing: November 20, 1975

(Section 558.39, Code of Iowa)

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