Parcel No. 61-14

Job No. _____

Draft No. _____

County Madison

Township 74 North

Range 29 West of the 5th P.M.

Section 26

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, Beth Flander, Conservator for Patricia Lynn Libby, Ronda Joan Libby, Debra Kay Libby, and Daniel Ray Libby

and the undersigned Tenant, Not Applicable

(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 North 56 feet of the Southeast Quarter (SE¼) of Section 26, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa.

This easement is limited to overhang only across the above described 56 foot strip for one 345,000 volt electric transmission line. No structures will be located on the above described 56 foot strip.

This Agreement is subject to the approval of the District Court in and for Madison County, Iowa.

REAL ESTATE TRANSFER TAX

MW

-2 SEP 77

9-2-77

$002.75 TRFR FEE

COMPARED

432

FILED NO. _____

BOOK 112 PAGE 295

1977 SEP -2 AM 10:01

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee 6.50 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 $ None hereunder and it is agreed that if the additional sum of $ 3,000.00 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 Beth Flander, Conservator of 223 E. Court Ave., Winterset, Iowa 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 1st day of May, 1977.

IOWA POWER AND LIGHT COMPANY

By: J. R. Lynn
Executive Vice President

By: [signature] SEC
Secretary

Beth Flander
Beth Flander, Conservator for
Patricia Lynn Libby, Ronda Joan Libby,
Debra Kay Libby and Daniel Ray Libby

DEED RECORD 112 295

ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Madison)

On this 2nd day of May, A.D., 19 77, before me, a Notary Public in and for said County and State, personally appeared Bob Flender

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

NOTARIAL SEAL IOWA — JOHN E. CASPER MY COMMISSION EXPIRES 4-30-77

John E Casper
Notary Public in and for said County and State

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

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 POLK)

On this 18th day of May, A.D. 19 77, before me, a Notary Public in and for said County, personally appeared J. R. Lyon, and Guy G. Gilchrist to me personally known, who being by me duly sworn, did say that t he y is (are) (respectively) the Executive Vice-President and Secretary of said Iowa Power and Light Company, (that the seal affixed to said instrument is the seal of said) ~~[illegible]~~ 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 Guy G. Gilchrist 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.

NOTARIAL SEAL IOWA — LLOYD C. McLAUGHLIN MY COMMISSION EXPIRES September 30, 1979

Lloyd C. McLaughlin
Notary Public in and for said County

6 50

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6-17-77 sd

FILED
77 JUN 20 P 1:25

IN THE DISTRICT COURT OF THE STATE OF IOWA
IN AND FOR MADISON COUNTY

IN THE MATTER OF THE CONSERVATORSHIP OF	)	PROBATE No. 3294
PATRICIA LYNN LIBBY, RONDA JOAN LIBBY, DEBRA KAY LIBBY and DANIEL RAY LIBBY	)	ORDER APPROVING EASEMENT AGREEMENT

Now on this 20th day of June, 1977, the matter of the application for approval of easement agreement comes on for hearing before the Court, and the Court having reviewed the files and records herein, and having heard the evidence and statements of counsel in this matter, and being well and fully advised in the premises, finds:

The application filed by the Conservator should be approved in all respects.

The easement agreement executed by the parties should be approved in all respects and this Conservator's execution thereof approved and ratified.

The Court finds that further appraisal of the property subject to this easement is unnecessary and should be waived.

It is, therefore, ordered by the Court that the application by the Conservator is hereby approved in all respects, the easement agreement is hereby approved in all respects and the Conservator's execution thereof is hereby approved and ratified, and further appraisal of the premises subject to this easement is hereby waived.

M J V Hayden

JUDGE OF THE FIFTH JUDICIAL DISTRICT OF IOWA