Parcel No. 61-75

Job No.

Draft No.

County Madison

Township 75 North

Range 27 West of the 5th P.M.

Section 36

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, Leonard G. Gangeness and Hermonie S. Gangeness, 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 Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) and the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section 36, Township 75 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 approximately 2,558 feet East of the Southwest corner of the North Half (N½) of the Southwest Quarter (SW¼) of said Section 36, thence North to a point on the North property line approximately 2,555 feet East of the Northwest corner of the North Half (N½) of the Southwest Quarter (SW¼) of said Section 36.

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.

Settlement to include damage to and cutting of trees within the easement. Logs to be left for owner.

REAL ESTATE TRANSFER TAX
—61—
MW
30 MAY 79
5-30-19
064 $006.05 TRFR FEE

6.05

Compared

FILED NO. 2314
BOOK 112 PAGE 646
1979 MAY 30 PM 4:04
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

fee 3.00

The Grantor(s) warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this instrument, he 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 $ 6000.00 hereunder and it is agreed that if the additional sum of $ None 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 Grantors 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 8 day of March 19 79

Leonard G. Gangeness

Hermonie S. Gangeness

STATE OF IOWA)
) SS
COUNTY OF MADISON)

On this 8th day of March, 1979, before me the undersigned, personally appeared Leonard G. and Hermonie S. Gangeness to me known to be the persons named in and who executed the foregoing transmission line easement.

Karol E. Cronin
Notary Public

4