Parcel No. 61-117

5-30-79 078 $007.15 TRFR M FEE

REAL ESTATE TRANSFER TAX
-61-
MW
30 MAY 79

County Madison 642

Township 77 North

Range 27 West of the 5th P.M.

Section 1

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, Walter Eichner and Florence Eichner, 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 overlashing wires, 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:

That part of a strip of land 150 feet in width which falls across the South Half (S½) of the Northeast Quarter (NE¼) of Section 1, Township 77 North, Range 27 West of the 5th P.M., Madison County, Iowa, the centerline of said strip being described as follows:

Beginning at a point 19 feet West of the Southeast corner of the Northeast Quarter (NE¼) of said Section 1, thence North to a point on the North property line 19 feet West of the Northeast corner of the South Half (S½) of the Northeast Quarter (NE¼) 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 one 2-pole structure and associated conductors. (Maximum 400,000 volt).

7.15

Iowa Power to Supply to Grantor 4-16' Gates to be installed by Grantor along with associated Wire & Corner Post. (8") Seeding to be done by Grantor with payment to be included in Crop Damage Settlement.
Electric Fences to be fixed to satisfaction of Grantor following line construction.
Trees to be sawed and not bull dozed. Wood left on R/W.

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 $ 6,700 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 Grantor 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 1st day of March, 1979.

FILED NO. 2312
BOOK 12 PAGE 642
1979 MAY 30 PM 4:02
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee 6.00

x Walter Eichner
Walter Eichner
x Florence Eichner
Florence Eichner

ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Madison)

On this 1st day of March, A.D., 19 79, before me, a Notary Public in and for said County and State, personally appeared Walter Eichner & Florence Eichner

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

W. A. Swanson
Notary Public in and for said County and State

W. A. SWANSON
MY COMMISSION EXPIRES
September 30, 1981

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 _____)

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