6.00

Parcel No. 61-107-R

Job No. _____

Draft No. _____

County Madison

Township 77 North

Range 27 West of the 5th P.M.

Section 25

FILED NO. 2321

BOOK 112 PAGE 659

1979 MAY 30 PM 4:12

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

6.00

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, E. E. Reimann Estate

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:

That part of a strip of land 150 feet in width which will fall across the South Half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) (except commencing at the Northwest corner of the Southwest Quarter ($SW\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$), thence East 61 rods 2 feet, thence Southwest to a point 71 rods South of the point of beginning, thence North to a point of beginning), and the North Half ($N\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section 25, all in Township 77 North, Range 27 West of the 5th P.M., Madison County, Iowa; the centerline of said 150 foot wide strip being described as follows:

Beginning at a point approximately 19 feet East of the Southwest corner of the North Half ($N\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of said Section 25, thence North to a point on the North property line approximately 19 feet East of the West line of the South Half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of said Section 25.

6.05

This easement is limited to construction of one 345,000 volt electric transmission line across the above described property consisting of two 2-pole structures and associated conductors.

It is understood and agreed that ingress and egress to the easement property defined herein across adjacent lands shall be designated by the Grantor.

It is further understood and agreed that no trees shall be cut or removed from any property other than the designated easement strip without first securing the Grantor's express permission.

It is further understood and agreed that this easement is subject to the conditions hereto attached.

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 $ 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 25th day of September, 19 78.

X E. E. Reimann Est. by Reimann Exec. E. E. Reimann Estate Jimmie W. Reimann, Exec.

X Elizabeth Reimann Elizabeth Reimann

DEPARTMENT OF REVENUE STATE OF IOWA $006.05 TRANSFER FEE

REAL ESTATE TRANSFER TAX
61
5-30-79
30 MAY 79

659

ACKNOWLEDGMENT

STATE OF IOWA)
) SS
COUNTY OF MADISON)

On this 25TH day of September, A.D., 19 78, before me, a Notary Public in and for said County and State, personally appeared JIMMIE W. REIMANN, EXEC., & ELIZABETH REIMANN, his wife

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.

Notary Public in and for said County and State

RICHARD MYERS
MY COMMISSION EXPIRES
September 30, 1979

ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

ADDITIONAL CONDITIONS

1. All trees shall be cut with a chain saw. They shall not be cut with a device such as a sheer blade on a tractor.

2. All trees shall be cut to post lengths and log lengths and shall be stacked.

3. All brush shall be piled on Grantee's right-of-way and burned or shall be hauled off and disposed of by Grantee.

4. Grantee shall ground Grantor's fence in at least four (4) places at regularly spaced intervals.

5. Grantee shall fill all holes and return the surface of Grantor's land to as near as possible a level surface upon completion of construction.