IND. ___
REC. ___
PAGE ___

IP 2 - 59
Rev. 1-6-81
Parcel No. ____
Job No. 00-41-5848
Draft No. ____
Structures No. ____

Located in
State of Iowa
County of Madison
Township 32 North
Range 76 West of the 5th P.M.
Section 26

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

RICHARD MYERS
MY COMMISSION EXPIRES
SEPT 30, 1982

the undersigned Owners, RODNEY B. McCLEERARY AND PHYLLIS McCLEERARY HAW

and the undersigned Tenant, ____

for and in consideration of Five hundred & no/100 Dollars ($500.00) to be paid by IOWA POWER AND LIGHT COMPANY, an Iowa corporation, do hereby grant to Iowa Power and Light Company, its successors and assigns, the right to construct, maintain and operate an electrical transmission line, and the poles, structures, wires, and other necessary equipment incident thereto, upon, over, along and across certain real estate described below, together with the right to enter upon said real estate for the purpose of constructing, maintaining, or removing with reasonable care, such trees as may interfere with the proper maintenance and operation thereof, and the right to remove from the strip of land specifically described below any obstruction, including buildings and other structures, which interfere with the proper maintenance and operation of said line. In consideration of such grant, Iowa Power and Light Company 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, maintenance or removal of said line. **Grantors agree that they will not construct or place any buildings, structures, plants or other objects on the property described below which would result in a violation of the minimum clearance requirements of the NESC or would interfere with the operation and maintenance of the transmission line.**

Easement to consist of two anchors 28 and 36 feet in length respectively and to be located approximately 225 feet north of the southwest corner of the Southeast Quarter of the Northwest Quarter (SE¼ NW¼) of Section 32, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa; an anchor ten (10) feet in length to be located approximately 410 feet north of said southwest corner, an anchor 30 feet in length to be located approximately 580 feet north of said southwest corner of said Southeast Quarter of the Northwest Quarter of said Section 32.

Compared

FILED NO. 1626
BOOK 113 PAGE 294

1981 MAY -4 PM 2:33

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $6.00

The undersigned acknowledges payment of ____ Dollars ($____)

hereunder, and it is agreed that if the balance of the stated consideration, $____, is paid the undersigned within ____ days from date hereof, this agreement shall become binding upon all parties hereto, their heirs, successors and assigns, but shall terminate upon the permanent removal or abandonment of the transmission line. If the balance of the consideration is not paid as above limited, then the initial payment shall be forfeited to the grantor and both parties shall be released from all further obligation hereunder.

THE UNDERSIGNED SHALL HAVE THE STATUTORY RIGHT UNDER IOWA CODE CHAPTER 478 TO CANCEL THIS AGREEMENT BY MAILING A "NOTICE OF CANCELLATION" TO IOWA POWER AND LIGHT COMPANY BY CERTIFIED MAIL WITH RETURN RECEIPT REQUESTED. THE NOTICE MUST BE RECEIVED BY IOWA POWER AND LIGHT COMPANY WITHIN SEVEN (7) DAYS, EXCLUDING SATURDAY AND SUNDAY, TO BE EFFECTIVE.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THIS WRITTEN INFORMATION ON THE RIGHT TO CANCELLATION PRIOR TO EXECUTION OF THIS AGREEMENT AND FURTHER ACKNOWLEDGES RECEIPT OF THE FORM, IN DUPLICATE, THAT CAN BE USED TO GIVE NOTICE OF CANCELLATION TO IOWA POWER AND LIGHT COMPANY.

Iowa Power and Light Company may enter said premises for the purpose of surveys and preliminary estimates. However, Iowa Power and Light Company shall not begin construction, and shall not file this agreement for record until full consideration is paid and the statutory seven day period for cancellation has expired.

Dated at Patterson, Iowa, this 27th day of March, 81

x Phyllis McClearary

x Rodney B. McClearary

Rodney B. McClearary

Phyllis McClearary

ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Madison)

On this 27th day of March, A.D., 19 82, before me, a Notary Public in and for said County and State, personally appeared Rodney B. McCleerary and Phyllis McCleerary, 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 he executed the same as his voluntary act and deed.

Richard Myers
Notary Public in and for said County and State

RICHARD MYERS
MY COMMISSION EXPIRES
September 30, 1982

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