

41412  
INST. NO. 3 50  
POLK COUNTY, IOWA  
FILED FOR RECORD  
NOV 20 1969  
IRENE H. MALEY, RECORDER  
IOWA POWER AND LIGHT COMPANY  
UNDERGROUND ELECTRIC LINE  
EASEMENT

By [Signature] Deputy  
C.W.O.  
Parcel No.  
Draft No.

Located in:  
State of Iowa  
County of Folk  
Section 20  
Township 78 North  
Range 24 West of 5th P.M.

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One and 00/100 Dollars (\$ 1.00 ),  
and other valuable consideration, in hand paid by the IOWA POWER AND LIGHT COMPANY, an Iowa  
corporation, receipt of which is hereby acknowledged, the undersigned

Macerich Real Estate Company and Raccoon Valley Investment Company  
heirs and assigns, do hereby grant to Iowa Power and Light Company, its successors or  
assigns, (Grantee) the right to lay, maintain, operate, repair and remove underground conduit, wires and  
other necessary equipment incident thereto through and across certain property described below, together  
with ingress and egress to and from the same, and all the rights and privileges incident and necessary  
to the enjoyment of this grant.

The Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section  
20, Township 78 North, Range 24 West of the 5th P.M., Polk County, Iowa, except  
the Southeast Quarter (SE $\frac{1}{4}$ ) thereof, and except the North 322.2 feet fronting  
on Fleur Drive and extending eastward therefrom 411 feet, excepting roadways.

The underground electric easement consists of a strip of land 10' wide  
the centerline of which is described as follows:

(a) Commencing at a point on the south property line approximately  
195 feet west of the east property line, thence north 155' and thence continuing  
east 23 feet.

(b) And commencing at a point on the south property line approximately  
27' west of the east property line, thence north a distance of 165' parallel to  
the east property line; thence continuing north 15' west of the east property line  
a distance of 32'; thence continuing north 27' west of the east property line, a  
distance of 167' parallel to the east property line; thence continuing north 17'  
west of the east property line, a distance of 90'; thence continuing north 27' west  
of the east property line, a distance of 185' parallel to the east property line,  
thence continuing northerly to a point 5' west of the east property line, a distance  
of 145' to the north property line.

(c) And commencing at a point approximately 45' north of the south property  
line and 27' west of the east property line, thence west approximately 27'.

The underground easement described above is as shown on the attached draw-  
ing Exhibit "A", said Exhibit "A" by this reference is made a part of this easement.

The IOWA POWER AND LIGHT COMPANY will repair or pay for any damage which may be  
caused to crops, fences or other property of the undersigned by the construction, maintenance, operation,  
or removal of said line, and this easement shall be binding upon the heirs, successors, and assigns of  
both parties and shall continue until cancelled by mutual consent, or the removal and abandonment of  
said line.

Dated this 4<sup>TH</sup> day of NOV, 1969, at NEW YORK, NEW YORK

RACCOON VALLEY INVESTMENT  
BY [Signature]  
E. C. Coppola President

MACERICH REAL ESTATE COMPANY  
[Signature]  
Mace Sigel Partner

STATE OF IOWA )  
COUNTY OF NEW YORK ) SS.

ACKNOWLEDGMENT

On this 4 Day of NOV, A.D., 1969, before me, a Notary Public,  
personally appeared [Signature]

to me known to be the person(s) who are named in and who executed the foregoing instrument, and ack-  
nowledged that he executed the same as his voluntary act and deed.

[Signature]  
Notary Public in and for said County

Stanley Kreitman

MORTGAGEE'S CONSENT

TO IOWA POWER AND LIGHT COMPANY:

As legal holder and owner of all 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 \_\_\_\_\_

ACKNOWLEDGMENT 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

CORPORATION ACKNOWLEDGMENT

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 \_\_\_\_\_

and, \_\_\_\_\_

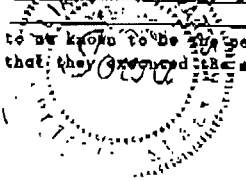
IOWA POWER AND LIGHT COMPANY  
192-37

ACKNOWLEDGEMENT

STATE OF IOWA )  
 ) SS.  
COUNTY OF POCK )

On this 11TH day of NOVEMBER, A.D. 1909, before me, a Notary Public, personally appeared \_\_\_\_\_

to be known to be the persons who are named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



William C. Richards  
William Richards, Notary Public in and for said County  
My commission expires July 4, 19\_\_\_\_

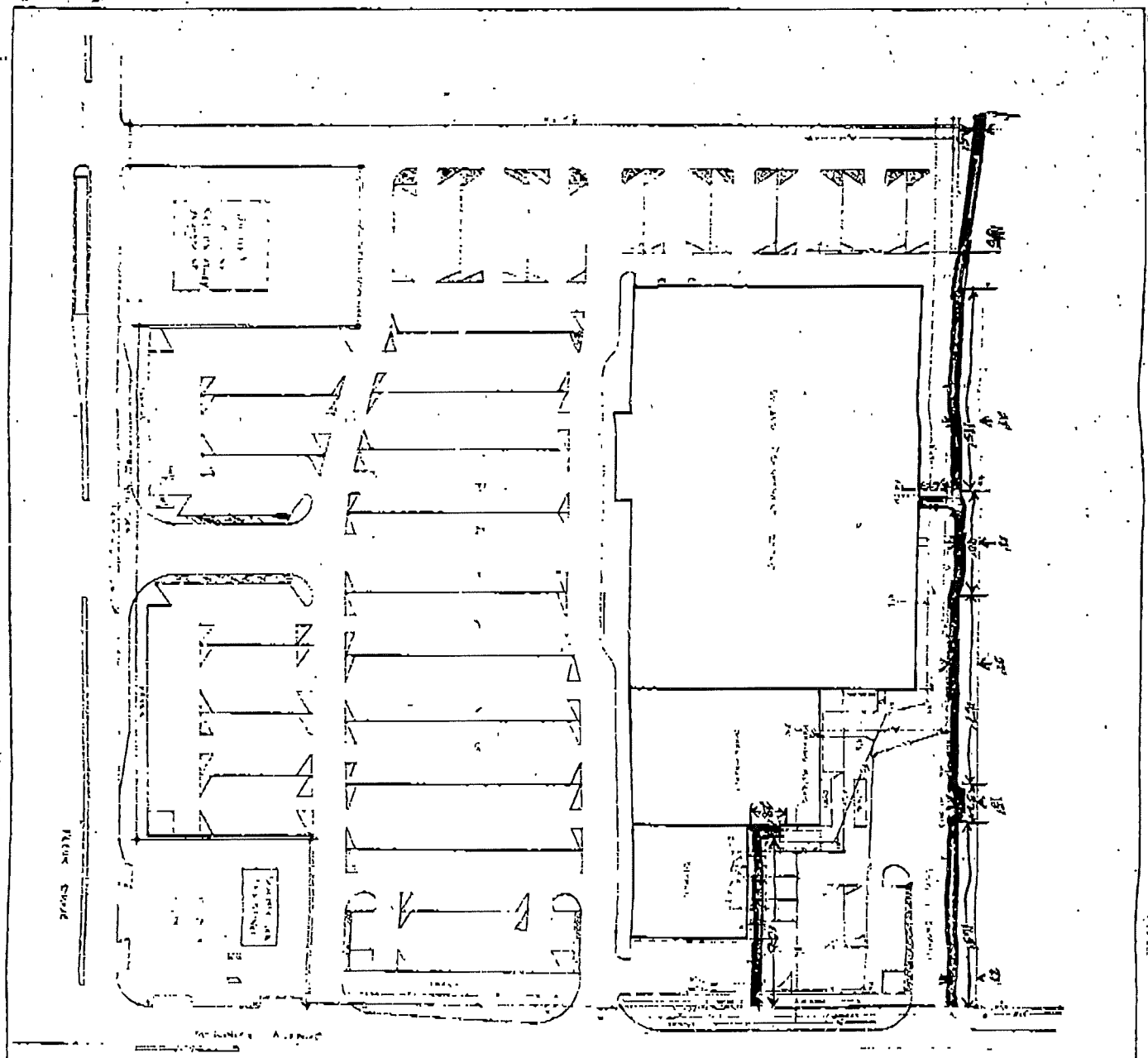


PLATE 5000

IDAHO POWER AND LIGHT COMPANY

PLANT ENGINEERING DEPT.  
 1000 N. 10TH ST.  
 BOISE, IDAHO

DATE	BY	APP'D
10/15/58	J. S. [unclear]	[unclear]
DESIGN	BY	APP'D
REVISION	BY	APP'D
REVISION	BY	APP'D

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