

Deed Record, No. 64, Fremont County, Iowa

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#929 Fee \$2.50 Filed for record June 25, 1968 at 9:52 A.M. Vernon C. Marshall, Recorder
M. L. Marshall, Deputy

Parcel No. 80; Job No. 22-41-3830; Draft No. 4370-A;
State of Iowa, County of Fremont, Township 67 North,
Range 42, West of the 5th P.M. Section 7.

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: The undersigned Owners, James E. Wright and Shirley M. Wright husband and wife, and Duane R. Lewis and Karin M. Lewis, husband and wife, and the undersigned Tenant, for and in consideration of FORTY-EIGHT and no/100 Dollars (\$48.00) 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 said line, and the right to trim or remove 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 may 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.

The North 25 feet of the East Half (E1/2) of the North Half (N1/2) of the Northeast Quarter (NE1/4) of Section Seven (7), Township Sixty-seven (67) North, Range Forty-two (42) West of the 5th P.M., Fremont County, Iowa

The undersigned acknowledges payment of FORTY-EIGHT and no/100 Dollars (\$48.00) hereunder, and it is agreed that if the balance of the stated consideration, \$ none is paid the undersigned within xx 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 supply or 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.

Iowa Power and Light Company may enter said premises for the purpose of surveys and preliminary estimates, but shall not begin construction, and shall not file this agreement for record, until full consideration is paid.

DATED AT Orange, California, this 27th day of May, 1968.

/s/ James E. Wright (James E. Wright) /s/ Duane R. Lewis (Duane R. Lewis)
/s/ Shirley M. Wright (Shirley M. Wright) /s/ Karin M. Lewis (Karin M. Lewis)

State of Iowa, County of Fremont, ss.

On this 3rd day of June, A.D. 1968, before me, a Notary Public, personally appeared James E. Wright and Shirley M. Wright, husband and wife, to me 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.

/s/ H. A. Ross (H. A. Ross)
Notary Public in and for said County

(Notary Seal)
My commission expires July 4, 19__.

State of California, County of Orange, ss.

On this 27th day of May, A.D. 1968, before me, a Notary Public, personally appeared Duane R. Lewis and Karin M. Lewis, husband and 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.

/s/ Rose S. Beck (Rose S. Beck)
Notary Public

(Notary Seal)
My commission expires Nov. 26, 1971.