

D72499 H.S.K.
7/18/85

COMPARED

1973 *Jul 50*

Parcel No. _____

Draft No. _____

Structure No. _____

EASEMENT

Located in:

State of Iowa
County of Pottawattamie
Township 74 North
Range 44 West of 5th P.M.
Section 12

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One and 00/100 Dollars, and other valuable consideration, in hand paid by the IOWA POWER AND LIGHT COMPANY, a corporation, of which is hereby acknowledged, the undersigned

Floyd Hughes Chevrolet Inc.

do hereby grant unto said IOWA POWER AND LIGHT COMPANY the right to construct, maintain and operate an electrical supply line and the poles and other necessary equipment, 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 or operation thereof. 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 National Electric Safety Code or would interfere with the rights granted herein.

Easement to consist of a tract of land ten (10) feet in width, said tract beginning at a point approximately 410 feet North of the Southwest corner of the North 449.1 feet of South 519.1 feet of the Southwest quarter Northwest quarter lying East of South 11th Street of Section 12, Township 74, Range 44 West of the 5th P.M. Pottawattamie County, Iowa, extending thence in a Easterly direction approximately 325 feet with the centerline of said tract being as constructed.

STATE OF IOWA, Pottawattamie County
Filed for record this 1st day of Aug
1985 at St. Charles in book 347

John Scintino
George Dwyer

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 AT Council Bluffs, Iowa, this 1st day of August, 1985.

Floyd Hughes Chevrolet Inc.

Tim O'Neill
Tim O'Neill, Owner

ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Pott. } SS.

On this 1st day of August, A. D., 1985, before me, a Notary Public, personally appeared Tim O'Neill, Owner of Floyd Hughes Chevrolet

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 a voluntary act and deed.

on behalf of
Said Corporation
as its

Linda Schulte
Notary Public