

Town Lot Deed Record, No. 37

Mary Acheson et al
To
City of Winterset, Iowa

#4395
Fee \$1.40 ✓

Filed for record the 25 day of November
A. D. 1960 at 11:00 o'clock A. M.
Mary E. Welty, Recorder

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: that we the undersigned Mary Acheson, Single and R. J. Acheson, Single, for a good and valuable consideration, the receipt whereof is hereby acknowledged

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do hereby grant unto the City of Winterset, Iowa, a municipal corporation (hereinafter called the "City"), whose post office address is Winterset, Iowa, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the City of Winterset, County of Madison, State of Iowa, and more particularly described as follows:

Lots 2, 3, 6 and 7, Block 4 of Kirkwood Addition,
and a right-of-way to construct, operate, replace, repair and maintain thereon, or remove therefrom at its option, an electric transmission and distribution line or system, including all necessary or convenient poles, cross-arms, wires, cables, guy wires, brace-poles, anchors, ground connections, service lines, fixtures and appliances for the transmission and distribution of electric current for any purpose whatsoever, including the right to cut and trim trees and shrubbery to the extent necessary to keep them clear of the electric line or system, or that may interfere with or threaten to endanger the operation or maintenance of said line or system, said right-of-way being described as follows, to-wit:

Commencing at a point Twelve (12) feet North and Sixty-six (66) feet east of an iron stake located along the West side of South 2nd Street at the north right-of-way line of Highway No. 169, and running thence Fifteen (15) feet in an easterly direction. The area to be included as right-of-way in the within easement shall extend ten (10) feet north, east and south of the above described line.

All damages to the property of the grantor (other than to trees) caused by constructing, maintaining, replacing, repairing, or removing, said electric line or system shall be borne by the grantee, its successors or assigns.

The grantors covenant that the above described lands are free and clear of encumbrances and liens of whatsoever character, and except taxes and assessments not yet due.

It is further understood that, whenever necessary, words used in this instrument in the singular shall also be construed to read in the plural, and that words used in the masculine gender shall also be construed to read in the feminine, and vice versa.

And - - hereby relinquishes and releases any right or interest she may have in and to the easement for the right-of-way herein granted, including the right of dower, distributive share, or homestead therein. (No dower)

IN WITNESS WHEREOF, we have set our hand this 25th day of November, A.D. 1960.

Mary Acheson
(Mary Acheson)
R. J. Acheson
(R. J. Acheson)

STATE OF IOWA COUNTY OF MADISON) SS.

On this 25th day of November, A.D., 1960, before me, Daniel J. Gallery, a Notary Public in and for the County of Madison, State of Iowa personally appeared Mary Acheson and R. J. Acheson, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL
SEAL

Daniel J. Gallery Notary Public
in and for Madison County, Iowa.
My commission expires July 4, 1963.