

RIGHT-OF-WAY EASEMENT

Ernest J. Ball

TO

SOUTHWESTERN FEDERATED POWER COOPERATIVE

Filed for Record on the 1 day of September

A. D. 1949, at 2:37 o'clock P. M.

#4581

Wilma M. Wade, Recorder.

Fee \$ 60 By Deputy.

RIGHT-OF-WAY EASEMENT

Easement No. 34

Location No. Creston-Humeston
N Line

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

Ernest J. Ball

and

(husband and wife) (single)

for a good and valuable consideration the receipt whereof is hereby acknowledged, do hereby grant unto Southwestern Federated Power Cooperative, a cooperative corporation (hereinafter called the "Cooperative") whose post office address is Creston, Iowa, and to its

successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Madison State of Iowa, and more particularly described as follows:

South one half (S $\frac{1}{2}$) of South west one quarter (SW $\frac{1}{4}$)
South west one quarter (SW $\frac{1}{4}$) of South east one quarter (SE $\frac{1}{4}$)

Line To Be Constructed Long South Fence Line
No Guy Wires in Field. Single Pole Structure

Section 21, Township 74 North, Range 29 E-W of the Fifth P. M. 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:

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 incumbrances and liens of whatsoever character, except those held by

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.

IN WITNESS WHEREOF, we have set our hands this 29 day of November, A. D. 1948.

Ernest J. Ball

STATE OF IOWA, Madison County, ss.

On this 29 day of November, A. D. 1948, before me C. E. McCann

a Notary Public in and for the County of Madison State of Iowa, personally appeared

Ernest J. Ball

and

to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (they) executed the same as their voluntary act and deed.

C. E. McCann

Notary Public in and for Madison County, Iowa.

My commission expires July 4, 1951.

