

HATT PARROTT & SONS CO., WATERLOO, IOWA F20388

Containing 441 printed words

RIGHT-OF-WAY EASEMENT

Fred Cochran  
TO  
SOUTHWESTERN FEDERATED POWER COOPERATIVE

Filed for Record on the 1 day of September  
A. D. 1949, at 3:04 o'clock P. M.  
#4590 Wilma M. Wade, Recorder.  
Fee \$ .60 By Deputy.

RIGHT-OF-WAY EASEMENT

Easement No. 44  
Location No. Creston-Humeston  
N-Line

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned  
Fred Cochran  
and Blanche Cochran

(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:

The Southeast Quarter (SE $\frac{1}{4}$ ) of

Section 23, Township 74 North, Range 29 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, ~~or wires~~, 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:  
Transmission line to be constructed on the property line along the South side of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 23, Township 74 North, Range 29, West of the 5th P.M.

The Cooperative agrees to remove the existing fence as of 1949, where hedge now stands, doze hedge and stumps, work hedge into post lengths as prescribed by Grantor, pile wood and posts, burn brush and rebuild fence in a good, workmanlike manner with material furnished by Grantor.

The right to enter, above granted, is limited to that portion of the premises along the course of transmission line as above described.  
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 18 day of January, A. D. 1949  
Fred Cochran

STATE OF IOWA, Madison County, ss.

On this 18 day of January, A. D. 1949, before me Floyd R. Evans  
a Notary Public in and for the County of Madison State of Iowa, personally appeared  
Fred Cochran 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.

Floyd R. Evans  
Notary Public in and for Madison County, Iowa.

My commission expires July 4, 1951.