

RIGHT-OF-WAY EASEMENT

Charles Tucker & wife

TO

SOUTHWESTERN FEDERATED POWER COOPERATIVE

Filed for Record on the 1 day of September

A. D. 19 49, at 3:19 o'clock P.M.

#4595

Wilma M. Wade, Recorder.

Fee \$.60 By Deputy.

Easement No. 56

RIGHT-OF-WAY EASEMENT

Location No. Creston-Humeston N Line

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

Charles Tucker

and Dell Tucker

(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, upon the following described Real Estate, the right to enter upon the same for the purpose of constructing, maintaining, replacing, repairing, or removing, said electric line ~~or system~~, situated in the County of Madison, State of Iowa, and more particularly described as follows:

East one half (E $\frac{1}{2}$) of South west one quarter (SW $\frac{1}{4}$)

The proposed transmission line is to be constructed along the North property line of the above described real estate, with not more than three poles.

Section 19, Township 74 North, Range 28 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, and all other appurtenances~~, 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: Above.

If damages are not mutually agreed upon the same shall be ascertained by three (3) disinterested persons, one of whom will be selected by the grantors and one of whom shall be selected by the grantee, its successors or assigns, and the third by the two so selected. The damages determined by such persons or a majority of them shall be conclusive as to the facts.

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, where 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 Charles Tucker 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 28th day of March, A. D. 19 49.

Dell Tucker

Charles Tucker

STATE OF IOWA, Madison County, ss.

On this 28 day of March, A. D. 19 49, before me Shirley A. Webster

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

Dell Tucker and Charles Tucker



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.

Shirley A. Webster

Notary Public in and for Madison County, Iowa.

My commission expires July 4, 1949.