

RIGHT-OF-WAY EASEMENT

John Devine
TO
SOUTHWESTERN FEDERATED POWER COOPERATIVE

Filed for Record on the 2 day of September
#4643 A. D. 1949, at 8:42 o'clock A.M.
Wilma M. Wade, Recorder.
Fee \$.60 By Deputy.

Easement No. 108

RIGHT-OF-WAY EASEMENT

Location No. Creston-Humeston
N Line

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

John Devine

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:

North East one quarter (NE $\frac{1}{4}$) of South East one quarter (SE $\frac{1}{4}$)

Section 20, Township 74 North, Range 26 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:

The proposed transmission line will be constructed in the fence line along the north property line of the above described property.
The timber shall be cleared 30 feet from the line with the exception of the one elm & cotton wood which serve as a poles to hold water gap, in the event the two trees go to danger the line they will be replaced by sufficient poles & anchors, as long as the line exists

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 9 day of June, A. D. 1949

John Devine

STATE OF IOWA, Madison County, ss.

On this 9 day of June, A. D. 1949, before me David R. Kline

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

John Devine 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.

David R. Kline

Notary Public in and for Madison County, Iowa.

My commission expires July 4, 1951.