

Deed Record, No. 86, Madison County, Iowa

Ray Anderson & wife	#5824	Filed for record the 21 day of October
To		A. D. 1952 at 10:23 o'clock A. M.
Southwestern Federated	Fee \$ 1.40 VET	Wilma M. Wade, Recorder
Power Cooperative, Inc.		Easement No. 72
	<u>RIGHT OF WAY EASEMENT</u>	Location No. Creston-Humeston N Line

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Ray Anderson and Marie Anderson (husband and wife), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Southwestern Federated Power Cooperative, Inc., 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 the Northeast Quarter (NE $\frac{1}{4}$)
and The Southeast Quarter (SE $\frac{1}{4}$)

Section 23, Township 74 North, Range 28 West 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 located as the existing transmission line across said property, and extending fifty (50) feet on each side of the present existing transmission line.

All damages to the property of the grantor caused by maintaining, replacing, repairing, or removing, from and after the execution of this instrument, said electric line or

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MATT PARROTT & SONS CO., WATERLOO, IOWA F27346

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 except taxes and assessments not yet due, and grantors covenant to warrant and defend the said easement against the lawful claims of all persons whomsoever.

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.

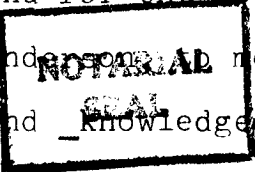
And grantors hereby relinquish and release any right or interest they may have in and to the easement for the right-of-way herein granted, including the right of dower, distributive share, or homestead therein.

IN WITNESS WHEREOF, we have set our hands this 29th day of July, 1952.

Ray Anderson
Marie Anderson

STATE OF IOWA MADISON COUNTY) SS:

On this 29th day of July, A. D. 1952, before me, Shirley A. Webster, a Notary Public in and for the County of Madison, State of Iowa, personally appeared Ray Anderson and Marie Anderson, known to me known to be the persons named in and who executed the foregoing instrument, and known that 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, 1954.