

Deed Record, No. 82, Madison County, Iowa

Nettie V. Binns & Hsb	#2496	Filed for record the 21 day of May
To		A. D. 1947 at 11:30 o'clock A. M.
	Fee \$.60	
Iowa Power and Light Company	TRANSMISSION LINE EASEMENT	Wilma M. Wade, Recorder
Job No.....		Located in
Draft No.....324		State of Iowa
Voucher No.....		County of Madison
Structures No...		Township 74 North
		Range 29 West of the 5th P.M.
		Section 22

KNOW ALL MEN BY THESE PRESENTS: The undersigned Owners, A. Ray Binns & Nettie V. Binns husband & wife and the undersigned Tenant, none for and in consideration of Fifty and no/100 Dollars (\$50.00), to be paid by IOWA POWER AND LIGHT COMPANY, an Iowa corporation, do hereby grant to Iowa Power and Light Company, its successors and assigns, the right to construct, maintain and operate an electrical supply line, and the poles and other necessary equipment incident thereto, upon, over, along and across certain real estate described below, together with the right to enter upon said real estate for the purpose of constructing, maintaining, or removing said line, and the right to trim or remove, with reasonable care, such trees as may interfere with the proper maintenance of said line. In consideration of such grant, Iowa Power and Light Company agrees that it will repair or pay for any damage which may be caused to crops, fences or to the property of the undersigned by the construction, maintenance or removal of said line; and if such damages are not mutually agreed upon, the same shall be ascertained by three (3) disinterested persons, one of whom shall be selected by the Grantors, and one of whom shall be selected by the Grantee, their heirs, successors, assigns, or lessees, 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.

Description: The North West quarter (NW $\frac{1}{4}$) of the North East quarter (NE $\frac{1}{4}$) of section 22, Township 74 North, Range 29 West of the 5th P. M. Madison County, Iowa.

\$25.00 extra for trees.

The undersigned acknowledges payment of Seventy five and no/100 Dollars (\$75.00) hereunder, and it is agreed that, if the balance of the stated consideration \$ none is paid the undersigned within - - - from date hereof, this agreement shall be binding upon the parties hereto, their heirs, successors and assigns, until cancelled by mutual consent or the removal or abandonment of said line. If balance of consideration is not paid within - - - from date hereof, then the payment made shall be forfeited to the undersigned and both parties released from further obligation hereunder.

Iowa Power and Light Company may enter said premises for the purpose of surveys and preliminary estimates, but shall not begin construction, and shall not file this agreement for record, until full consideration is paid.

Dated at Macksburg, Iowa. this 14th day of April, 1947

Nettie V. Binns
A. Ray Binns

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF Madison) SS.

On this 14th day of April, A. D., 1947, before me, a Notary Public, personally appeared A. Ray Binns & Nettie V. Binns, husband & wife. to me known to be the persons who are

NOTARIAL
SEAL

named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

May Pinckney Notary Public
in and for said County

My commission expires July 4, 1948