

Deed Record, No. 82, Madison County, Iowa

Cleve H. Seley & wife	#2499	Filed for record the 21 day of May
To		A. D. 1947 at 11:39 o'clock A. M.
	Fee \$.80	
Iowa Power and Light Company	<u>TRANSMISSION LINE EASEMENT</u>	Wilma M. Wade, Recorder
Job No.....		Located in
Draft No.....315		State of Iowa
Voucher No.....		County of Madison
Structures No.....		Township 74 North
		Range 29 West of the 5th P.M.
		Section 30

KNOW ALL MEN BY THESE PRESENTS: The undersigned Owners, Cleve H. Seley & Eiffel L. Seley, husband & wife. and the undersigned Tenant, none for and in consideration of One hundred and no/100 Dollars (\$100.00), 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

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Acres-Blackmar Co. Burlington. 38000

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 South East quarter (SE $\frac{1}{4}$) of the South East quarter (SE $\frac{1}{4}$) of section 30, Township 74 North, Range 29 West of the 5th P. M. Madison County, Iowa.

\$50.00 extra for two structures in the open.

The undersigned acknowledges payment of One hundred fifty and no/100 Dollars (\$150.00) 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 Creston, Iowa. this 8 day of April, 1947

Cleve H. Seley
Eiffel L. Seley

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF Union) SS.

On this 8 day of April, A. D., 1947, before me, a Notary Public, personally appeared Cleve H. Seley & Eiffel L. Seley, husband & wife. to me known to be the persons who are named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(Notarial Seal)

Eva V. Larson Notary Public
in and for said County
My commission expires July 4, 1948

MORTGAGEE'S CONSENT

TO IOWA POWER AND LIGHT COMPANY:

As legal holder and owner of all the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the 11th day of January, 1946, recorded in the Recorder's Office of Madison County, Iowa, in Book 96, page 205, as Document No....., the undersigned hereby consent(s) and join(s) in the granting to said company of the within and foregoing right-of-way easement.

Dated April 10, 1947

John H Wilmes

ACKNOWLEDGMENT OF MORTGAGEE'S CONSENT

STATE OF IOWA COUNTY OF Union) SS.

On this 10th day of April, A. D. 1947, before me, a Notary Public, personally appeared John H. Wilmes to me known to be the person who is named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

P C Locke Notary Public
in and for said County.
My commission expires July 4, 1948

