

Deed Record, No. 82, Madison County, Iowa

Acres-Blackmar Co. Burlington. 38000

Winifred L. & Mildred N. Macumber et al  
To  
Iowa Power and Light Company  
Job No.....  
Draft No.....508  
Voucher No.....  
Structures No...

\$2864  
Fee \$ .60

Filed for record the 17 day of June  
A. D. 1947 at 2:33 o'clock P. M.  
Wilma M. Wade, Recorder  
Located in  
State of Iowa County of Madison  
Township 75 North  
Range 28 West of the 5th P.M.  
Section 32

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: The undersigned Owners, Winifred L. Macumber & Mildred N. Macumber, Both Single. and the undersigned Tenant, Dale E. Braman for and in consideration of Fifty & 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: Southeast one-quarter (SE<sup>1</sup>/<sub>4</sub>) of Southeast one-quarter (SE<sup>1</sup>/<sub>4</sub>) of Section 32, Township 75 North, Range 28 West of the 5th P.M. Madison County, Iowa.

The undersigned acknowledges payment of Fifty & No/100 Dollars (\$50.00) 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 Indianola Iowa this 20 day of May, 1947.

Winifred L. Macumber  
Mildred N. Macumber  
Dale E Braman

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF Warren) SS.

On this 20 day of May, A.D., 1947, before me, a Notary Public, personally appeared Winifred L. Macumber & Mildred N. Macumber 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.



J. C. Hickman Notary Public  
in and for said County  
My commission expires July 4, 1948  
Filed for record the 17 day of June