

Deed Record, No. 82, Madison County, Iowa

Acres-Blackmar Co. Burlington. 38000

John W. Allen #2894 Filed for record the 17 day of June
To Fee \$.30 A. B. 1947 at 4:03 o'clock P. M.
Iowa Power and Light Company Wilma M. Wade, Recorder ✓
Job No..... TRANSMISSION LINE EASEMENT Located in
Draft No.....501 State of Iowa County of Madison
Voucher No..... RELEASED 8-25-88 SEE Township 76 North Range 26 West of
Structures No. RECORD 139 PAGE 478 the 5th P. M. Section 20

KNOW ALL MEN BY THESE PRESENTS: The undersigned Owners, 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 purpose of constructing, maintaining, or removing 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 (SE1) of the South East quarter (SE1) of section twenty (20), township seventy-six (76) North, Range twenty-six (26) West of the 5th P. M. Madison County, Iowa.

\$50.00 extra for trees.
25.00 extra for one structure in the open.

The undersigned acknowledges payment of One hundred seventy five and no/100 Dollars (\$175.00) 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 - this 14th day of May, 1947

John W Allen

Deed Record, No. 82, Madison County, Iowa

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF Madison) SS.

On this 14th day of May, A.D., 1947, before me, a Notary Public, personally appeared John W. Allen 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)

Shirley A. Webster 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 April, 1945, recorded in the Recorder's Office of Madison County, Iowa, in Book 97, page 309, 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.

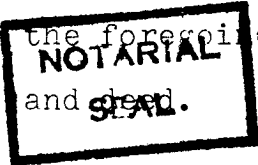
Dated May 14, 1947

Mrs. L. L. Lahner
2315 Grand Ave.
Des Moines 12, Iowa

ACKNOWLEDGMENT OF MORTGAGOR'S CONSENT

STATE OF IOWA COUNTY OF Madison) SS.

On this 14th day of May, A.D. 1947, before me, a Notary Public, personally appeared Mrs L L Lahner to me known to be the person(s) who is (or are) named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



N E Hollen Notary Public
in and for said County.
My commission expires July 4, 1948