

Deed Record, No. 82, Madison County, Iowa

Mary E. Howell et al
To
Iowa Power and Light Company
Job No.....
Draft No.....520
Voucher No.....
Structures No....

#3025
Fee \$.90
TRANSMISSION LINE EASEMENT
RELEASED 2-25-77 SEE
RECORD 129 PAGE 478

Filed for record the 28 day of June
A. D. 1947 at 10:54 o'clock A. M. ✓
Wilma M. Wade, Recorder Located in
State of Iowa County of Madison
Township 76 North Range 26 West
of the 5th P.M. Section 22

KNOW ALL MEN BY THESE PRESENTS: The undersigned Owners, Mary E. Howell, widow, life estate;

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Curtis W. Howell, life estate, & Della A. Howell, husband & wife; Ida Mae Erickson & Arthur Erickson, wife and husband; Phyllis D. Howell; Curtis Howell Jr.; Rose Ann Howell, and the undersigned Tenant, Edgar Kuyrkendall for and in consideration of One hundred fifty and no/100 Dollars (\$150.00), 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 Northwest quarter (NW $\frac{1}{4}$) of section twenty-two (22), township seventy-six (76) North, range twenty-six (26) West of the 5th P.M. Madison County, Iowa.

\$50.00 extra for two structures in the open.

The undersigned acknowledges payment of Two hundred and no/100 Dollars (\$200.00) 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 - day of - 19-

Curtis W. Howell
Mary E. Howell
Arthur Erickson
Ida Mae Erickson

Della A Howell
Curtis Howell Jr.
Phyllis D. Howell
Rose Ann Howell
Edgar R Kuyrkendall

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF POLK) SS.

On this 2nd day of June, A.D., 1947, before me, a Notary Public, personally appeared Curtis W. Howell, Arthur Erickson, and Ida Mae Erickson 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)

Lloyd A. Canfield Notary Public
in and for said County
My commission expires July 4, 1948

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF Polk) SS.

On this 3rd day of June, A.D., 1947, before me, a Notary Public, personally appeared Mary E. Howell to me known to be the persons who is named in and who executed the foregoing instrument, and acknowledged that she executed the same as their voluntary act and deed.

(Notarial Seal)

Lloyd A. Canfield Notary Public
in and for said County
My commission expires July 4, 1948

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF POLK) SS:

On this 6th day of June, A.D., 1947, before me, a Notary Public, personally appeared Della

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Acres-Blackmar Co. Burlington. 38000

A. Howell, Curtis Howell. Jr, and Rose Ann Howell 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)

Lloyd A. Canfield Notary Public
in and for said County
My commission expires July 4, 1948.

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF POLK) SS.

On this 6th day of June, A.D., 1947, before me, a Notary Public in and for the above
state and county, personally appeared PHYLLIS D. HOWELL, to me known to be the person who is
named in and who executed the foregoing instrument, and acknowledged that she executed the
same as her voluntary act and deed.

NOTARIAL
SEAL

Lois R. Lytle Notary Public
in and for Polk County, Iowa
My commission expires July 4, 1948