

Deed Record, No. 82, Madison County, Iowa

Helen McCall Huntoon & Hsb. et al #3866 Filed for record the 30 day of August
To A. D. 1947 at 11:03 o'clock A. M.
Fee \$.60
Iowa Power and Light Company Wilma M. Wade, Recorder
Job No...Draft No...525
Voucher No..Structures No... Located in
TRANSMISSION LINE EASEMENT State of Iowa County of Madison
Township 76 North Range 27 West of the
5th P. M. Section 36
RELEASED 2-25-98 SEE 4178

KNOW ALL MEN BY THESE PRESENTS: The undersigned Owners, Helen McCall Huntoon & Harold V. Huntoon wife & husband and the undersigned Tenant, G. W. Kingery 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

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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 Northeast quarter (NE $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of section thirty-six (36), township seventy-six (76) north, range twenty-seven (27) west of the 5th P. M. Madison County, Iowa.

This easement is good for overhang or the erection of one structure in the fence line. If additional equipment or a structure in the open field is necessary the same shall not be erected until the above title holders are contacted.

The undersigned acknowledges payment of Fifty and 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 Winterset, Iowa. this 18 day of June, 1947.

Helen McCall Huntoon
Harold V. Huntoon
G. W. Kingery

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF Madison) SS.

On this 18 day of June, A.D., 1947, before me, a Notary Public, personally appeared Helen McCall Huntoon & Harold V. Huntoon 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**

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