

Deed Record, No. 82, Madison County, Iowa

Elva E. & Ivalea Wheeler
To

#1926

Filed for record the 20 day of April
A. D. 1948 at 4:32 o'clock P. M.

Fee \$.80

Wilma M. Wade, Recorder

Iowa Power and Light Company

TRANSMISSION LINE EASEMENT

Located in

Job No.....Draft No...314

State of Iowa County of Madison

Voucher No....Structures No..64-2

Township 74 North Range 29 West of
the 5th P.M. Section 31

KNOW ALL MEN BY THESE PRESENTS: The undersigned Owners, Elva E. Wheeler & Ivalea Wheeler, husband & wife. and the undersigned Tenant, none for and in consideration of Two hundred and no/100 Dollars (\$200.00), 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 West half ($W\frac{1}{2}$) of the North East quarter ($NE\frac{1}{4}$) and the East half ($E\frac{1}{2}$) of the North West quarter ($NW\frac{1}{4}$) of section 31, Township 74 North, Range 29 West of the 5th P. M. Madison County, Iowa.

\$25.00 extra for one structure in the open.

100.00 extra for two 4-pole structures.

50.00 extra for one 4-pole structure in the open.

The undersigned acknowledges payment of Three hundred seventy five and no/100 Dollars (\$375.00) 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 Macksburg, Iowa. this 7 day of April, 1947.

Elva E. Wheeler
Ivalea Wheeler

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF Madison) SS.

On this 7 day of April, A.D., 1947, before me, a Notary Public, personally appeared Elva E. Wheeler & Ivalea Wheeler, 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)

May Pinckney 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 28th day of August, 1946, recorded in the Recorder's Office of Madison County, Iowa, in Book 96, page 337, as Document No. 3846, 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 8 1947 (CORPORATE SEAL)

FIRST NATIONAL BANK OF CRESTON, IOWA
By R I Pinkerton Vice Pres

Deed Record, No. 82, Madison County, Iowa

Acres-Blackmar Co. Burlington. 38000

CORPORATION ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF Union) SS.

On this 8th. day of April, A. D. 1947, before me, a Notary Public in and for said County, personally appeared R. I. Pinkerton Vice President and G. R. Heflen Cashier to me personally known, who being by me duly sworn, did say that they (are) (respectively) the Vice President and Cashier of said The First National Bank in Creston, Iowa, (that the seal affixed to said instrument is the seal of said) corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors, and the said R. I. Pinkerton and G. R. Heflen acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

WITNESS
NOTARIAL
My Comm

mission expires

R. A. Herring

- July 4, 1948
Notary Public in and for said County