

HATT PARROTT & SONS CO., WATERLOO, IOWA D56556

K. W. Heimberger & wf. #1689 Filed for record the 27 day of April
 A.D. 1944 at 10:00 A.M.
 To Fee \$.60 ✓ Pearl E. Shetterly, Recorder
 Iowa Power & Light Co.
GRANT OF RIGHT OF WAY

For and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and the further consideration of --- Dollars (\$ ---) to be paid to K W. Heimberger and Helen_Heimberger by Iowa Power and Light Company, a corporation, when and as erection of the towers, poles and lines described herein shall commence, the undersigned, K. W. Heimberger and Helen_Heimberger, husband and wife, do hereby grant, convey and warrant unto the said Iowa Power and Light Company its successors, assigns and lessees the right and easement to erect, reconstruct, operate and maintain under varying conditions of operation, renew and remove an electric transmission and distribution line, the wood and steel poles and towers, anchors, guys, cross arms, insulators, conductors and other equipment appurtenant thereto for the transmission and distribution of electric energy in, upon, across and over certain lands/^{owned}by Grantors, situated in Madison County, State of Iowa, and described as follows:

Beginning approximately 1100 Feet east of the Center of the West line of Section Seventeen (17), thence North approximately Seven Hundred Fifty (750) Feet, all in Township 77 North, Range 28, West 5th P.M.

together with any lands contiguous thereto now owned or hereafter acquired by Grantor(s) affecting the right of way of said electric line; together with the right of ingress to and egress from such lands over lands of Grantor(s) for, and the right to trim or remove such trees, branches, shrubs, bushes and other obstacles as may interfere with, the safe, proper and expeditious erection, reconstruction, operation and maintenance under varying conditions of operation, renewal and removal of said line or any part thereof. Not more than necessary towers or poles or pole structures of said line shall be located on said property of Grantor(s).

Grantee, Iowa Power and Light Company, shall repair any damage to property of Grantor(s),

or pay any substantial damages which may be caused to property of Grantor(s) by the erection, reconstruction, operation, and maintenance under varying conditions of operations, renewal, and removal of said line, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor(s) and Grantee, their heirs or 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.

Subject to the foregoing this grant shall be binding upon the heirs, successors and assigns of the undersigned.

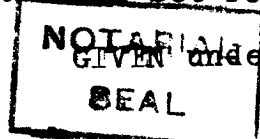
WITNESS the hand and seal of the Grantor(s) this ... day of February, 1944

WITNESSED BY:

K. W. Heimberger (Seal)
Helen E. Heimberger (Seal)
Accepted: IOWA POWER & LIGHT CO.
ADEL, IOWA
By R H Luther

STATE OF IOWA COUNTY OF DALLAS)SS.

I, Merle Cook, do hereby certify that K W Heimberger and Helen Heimberger personally known to me to be the ^{same} person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.



GIVEN under my hand and seal this 28th day of February, A.D. 1944.

Merle Cook Notary Public

My Commission expires: July 4, 1945.