

MATT PARROTT & SONS CO., WATERLOO, IOWA D56556

Leanna Clear

#3553

Filed for record the 18 day of
November A.D. 1944 at 3:18 o'clock
P.M.To
Iowa Power and Light Co.

Fee \$.60 /

Pearl E. Shetterly, Recorder

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 Leanna Clear by Iowa Power and Light Company, Adel, Iowa, an Iowa corporation, when and as erection of the towers, poles and lines described herein shall commence, the undersigned, Leanna Clear do hereby grant, convey and warrant unto the said Iowa Power and Light Company, Adel, Iowa 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 Grantor situated in Madison County, State of Iowa, and described as follows: At approximately 30 Rods West and 30 Rods South of the NE Corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 25, set one pole in line crossing said area, in Madison Township, Madison County, Iowa.

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 21st day of Oct, 1944.

WITNESSED BY: -

Leanna Clear (SEAL)

Accepted:

IOWA POWER AND LIGHT COMPANY

By R H Luther Manager

STATE OF IOWA COUNTY OF MADISON)ss.

I, Merle Cook, do hereby certify that Leanna Clear 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 he signed, sealed and delivered the said instrument AS — free and voluntary act, for the uses and purposes therein set forth.

GIVEN Under my hand and seal this 21st day of October, A.D. 1944.

My Commission Expires: July 4, 1945.

Merle Cook

Notary Public