

Deed Record, No. 78, Madison County, Iowa

ACRES-BLACKMAR CO., BURLINGTON, 23057

Roy R. Hutzell & wife

#4092

Filed for record the 6 day of November
A.D. 1942 at 9:06 o'clock A.M.

To

Fee \$.70

Pearl E. Shetterly, Recorder
Easement No 394

Iowa Power & Light Co

GRANT OF RIGHT OF WAY

For and in consideration of the sum of One Dollar (\$1.00), and other valuable consideration receipt of which is hereby acknowledged, and the further consideration of None Dollars (\$None) to be paid to Roy R. Hutzell by Iowa Power and Light Company, an Iowa corporation, when and as erection of the towers, poles and lines described herein shall commence, the undersigned, Roy R. Hutzell and Mabel Hutzell, 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:

Southeast Quarter (SE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-one (21),
Twp. 77 North, Range 28 West of the 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 --- 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 operation, 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. It is the intention of all parties hereto that this easement shall be the same as and it is hereby declared that this easement is the same as, does convey the same rights to grantee, and is supplemental to easement granted Iowa Power and Light Company by Daisy E. Hutzell and others bearing date of March 24, 1942.

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 25 day of July, 1942.

WITNESSED BY:---

Roy Hutzell (Seal)

Mabel Hutzell (Seal)

Accepted:

Iowa Power and Light Company

By C A Leland President

STATE OF IOWA COUNTY OF KOSSUTH)SS.

I, Elizabeth M. Nugent, do hereby certify that Roy R. Hutzell & Mabel Hutzell, his wife 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 25th day of July, A.D. - 42.

Commission Expires: July 4, 1945

Elizabeth M. Nugent Notary Public

