

Deed Record, No. 78, Madison County, Iowa

Annie M Niblo et al
To
Iowa Power & Light Co.

#4102
Fee \$.70

Filed for record the 6 day of November
A.D. 1942 at 9:31 o'clock A.M.
Pearl E. Shetterly, Recorder
Easement No 361

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 Twenty-Four Dollars (\$24.00) to be paid to Annie M. Niblo, Lillie B. Niblo and Della E. Bruce 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, Anna M. Niblo, Lillie B. Niblo and Della E. Bruce 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: The North-east quarter (NE $\frac{1}{4}$) of Section Thirty-four, Township Seventy-six North (T 76 N), Range Twenty-nine West (R 29 W) of the 5th P.M., 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 1 pole or .. 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.

The right of way to enter at a point 207 feet west of the SE corner of the NE $\frac{1}{4}$ of section 34, thence in a northeasterly direction to a point 431 feet North of the SE Corner of the NE $\frac{1}{4}$ of Section 34.

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 28th day of September, 1942.
WITNESSED BY: —

(Pd. 10 9-18
check #34648
9-18-42)

Annie M. Niblo (Seal)
Lillie B. Niblo (Seal)
Della E. Bruce (Seal)
Accepted:
Iowa Power & Light Co
By C A Leland President

STATE OF IOWA COUNTY OF MADISON)ss.

I, Charles D. Van Werden, do hereby certify that Annie M. Niblo, Lillie B. Niblo and Della

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E. Bruce personally known to me to be the same person whose name 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 September, A.D. 1942.

My Commission Expires: July 3, 1945

Charles D Van Werden Notary Public