

Deed Record, No. 78, Madison County, Iowa

S. M. Drake & wife

#4110

Filed for record the 6 day of November
A.D. 1942 at 9:47 o'clock A.M.

To

Fee \$.70

Pearl E. Shetterly, Recorder
Easement No. 379

Iowa Power & Light Co.

Winterset R#4
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 Fifty Nine Dollars (\$59.00) to be paid to S.M. Drake and Clara M. Drake, his wife by IOWA POWER & LIGHT COMPANY, an Iowa corporation, when and as erection of the towers, poles and lines described herein shall commence, the undersigned, S. M. and Clara M. Drake do hereby grant, convey and warrant unto the said IOWA POWER & 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 Grantor situated in Madison County, State of Iowa, and described as follows:

West Fractional Half (W Frcl $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 7, Township 76 North, Range 28 West of the 5th P.M. containing 55.94 acres according to the Government Survey; Also the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 12, aforesaid Township, Range 29 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; The easement granted herein is to follow the present line of survey and poles are to be erected on said line within one year from the date of this instrument. 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 & 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.

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 17 day of March, 1942.

WITNESSED BY:

N. A. Johnson

Pa. 5/27/42
32308
JK # 5-18

S. M. Drake (Seal)

Clara M. Drake (Seal)

Accepted:

Iowa Power and Light Co

By C. A. Ieland President

STATE OF IOWA COUNTY OF MADISON)ss.

I, Eugene Wilson, do hereby certify that S. M. Drake and Clara M. Drake 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 21st day of April, A.D. 1942.
My Commission Expires: July 4th 1942

Eugene Wilson Notary Public

