

Deed Record, No. 78, Madison County, Iowa

ACRES-BLACKMAR CO., BURLINGTON, 23087

~~Ralph Clague et al~~

#4113

Filed for record the 6 day of November
A.D. 1942 at 9:54 o'clock A.M.

Fee \$1.10 ✓

Pearl E. Shetterly, Recorder
Easement No. 384

Iowa Power & Light Company

GRANT OF RIGHT-OF-WAY

For and in consideration of the sum of Twenty-five and no/100 Dollars (\$25.00), receipt of which is hereby acknowledged, and the further consideration of Five Hundred and no/100 Dollars (\$500.00), to be paid to Ralph Clague by IOWA POWER & LIGHT COMPANY, when and as construction of the transmission line hereinafter described shall commence, the undersigned does hereby grant, convey and warrant unto said Iowa Power & Light Company, its successors, assigns and lessees, the right and easement to erect, construct, reconstruct, operate and maintain, under varying conditions of operation, renew or remove an electric transmission and distribution line, consisting of wood and metal poles, anchors, guys, cross arms, insulators, conductors, and other equipment appurtenant thereto, for the transmission and distribution of electric energy in, upon, across, over and beyond certain lands owned by the grantor, situated in Madison County, Iowa, more particularly described as follows, to-wit:

Northeast Quarter (NE $\frac{1}{4}$) of Section Six (6), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M.,

Together with the right of ingress to and egress from said lands over the lands of the grantor, and the right to trim or remove such trees, branches, bushes or shrubs as may interfere with the safe, proper and expeditious erection, construction, maintenance, operation and reconstruction, under varying conditions of operation and maintenance, renewal, removal or repair of said line, or any part thereof. Said transmission line shall enter the premises above described at a point described as follows, to-wit:

Twenty-seven feet (27') West of the Northeast corner thereof, and shall continue in a south and southwesterly direction across the premises above described, and shall leave the premises at a point described as follows, to-wit:

One Thousand and Thirteen feet (1013') East of the Southwest corner of said premises.

The course of said transmission line, together with the number and location of poles, anchors and guys to be erected on the land above described, is shown by a plat and blueprint thereof, which is hereto attached, marked Exhibit "A", and by this reference specifically made a part of this instrument. This instrument shall not confer the right to maintain any poles, guys or anchors, the location of which is not disclosed in the plat, Exhibit "A", hereto attached.

In the event that construction of the transmission line shall not commence within one year from the date of this instrument, then the grant herein contained shall terminate, and

R 28 W

T 76 N

RALPH CLAGUE



1013

FENCE LINE

#92 27'

#91

380' #90

360' #89

370' #88

390' #87

380' #86

360' #85

375' #84

IOWA POWER AND LIGHT COMPANY

RALPH CLAGUE, N.E. 1/4, SEC. 6, T.76N, R.28 W

DRAWN BY J. J. J. DATE JULY 28, 1942

CHECKED BY J. J. J. SCALE 1"=500'

CHECKED BY MFE 225

APPROVED BY

Deed Record, No. 78, Madison County, Iowa

be of no force or effect, and grantor shall retain the initial payment referred to above, and Iowa Power & Light Company shall be under no obligation to construct said transmission line, or any part thereof. In the event that after erection, the transmission line above mentioned is entirely removed from the premises, and the same is abandoned by the grantee, or its successors or assigns, then the easement herein granted shall terminate, and be of no further force or effect.

The grantee, Iowa Power & Light Company, shall repair any damage to property of grantor, or at grantor's option pay to grantor the fair and reasonable value of such repairs, and shall pay any damages which may be caused to any crops or other property of grantor 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 and grantee, their heirs, successors or assigns 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.

WITNESS, the hand and seal of the grantor this 21st day of May, A.D. 1942

Pd. 5/27/42
Ck. #32561
Vo. # 5-18

Ralph Clague

Lena M. Clague

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 21st day of May, A.D. 1942, before me, the undersigned, a Notary Public within and for Madison County, State of Iowa, personally came Ralph Clague and Lena M. Clague, husband and wife personally to me known to be the identical persons whose names are affixed to the above instrument as grantors and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the date last above written.

(Notarial Seal)

Shirley A. Webster
Notary Public Within and For Said County.

TO IOWA POWER AND LIGHT COMPANY

As legal holder and owner of all of the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the 8th day of May, 1940 recorded in the Recorder's Office of Madison County, Iowa, in Book 89, page 583, as Document No. 3015, the undersigned hereby consent(s) to the within and foregoing right-of-way easement.

WITNESSED BY:

BANKERS LIFE COMPANY

-- --

(Corporate Seal)

By G W Fowler (Seal)

Vice President

R.B. Patrick (Seal)

Ass't Treasurer

Dated

STATE OF IOWA COUNTY OF POLK)ss.

On this 26th day of May, 1942, before me, a Notary Public in and for said County in the State aforesaid, personally appeared G.W.Fowler and R.B.Patrick, to me personally known, each being by me duly sworn, did say that the said G.W.Fowler is the Vice President, and the said R.B.Patrick is the Ass't. Treasurer of Bankers Life Company the corporation that executed the foregoing instrument, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed and delivered in the name and on behalf of said corporation by authority of its Board of Directors, and said G.W.Fowler and R.B.Patrick acknowledge said instrument to be the free and voluntary act and deed of said corporation.

WITNESS my hand and seal the day and year last above written.

My Commission expires July 4th, 1942

Jennie A. Elings
Notary Public

NOTARIAL
SEAL