

Deed Record, No. 78, Madison County, Iowa

ACRES-BLACKMAR CO., BURLINGTON, 23057

D. G. Williams et al

#4104

Filed for record the 6 day of November
A.D. 1942 at 9:35 o'clock A.M.

To

Fee \$.80

Pearl E. Shetterly, Recorder
Easement No. 364

Iowa Power & Light Co.

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 One Hundred Dollars (\$100.00) to be paid to D. G. and Peggy Williams & M. B. Flowers by IOWA POWER & LIGHT COMPANY, an Iowa Corporation, when and as erection of the towers, poles and lines described herein shall commence, the undersigned, D. G. and Peggy Williams and M. B. Flowers, 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:

*Dr. M. B. Flowers
and Peggy Williams*
Southeast Quarter (SE $\frac{1}{4}$) of Section 26, Township 76 North, 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 herein granted is to follow the present line of survey which is staked along the westerly boundary of the foregoing lands 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 6 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.

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WITNESS the hand and seal of the Grantor(s) this Seventh day of May, 1942.

WITNESSED BY: ...

(Paid
check
No. 32533
to 5-26-42
5-18)

D G Williams (Seal)
Peggy Williams (Seal)
M. B. Flowers (Seal)
Mabel I Flowers
Accepted:
Iowa Power & Light Co.
By C A Leland President

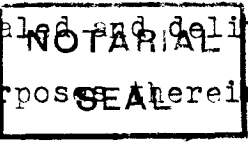
STATE OF IOWA COUNTY OF MADISON)SS.

I, Eugene Wilson, do hereby certify that D. G. and Peggy Williams, 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 7th day of April May. A.D. 1942.

My Commission Expires: July 4, 1942 Eugene Wilson Notary Public
(Notarial Seal)
STATE OF Kansas COUNTY OF Harper)ss.

I, Geneva Kennedy, do hereby certify that M. B. Flowers and Mabel L. Flowers, his wife, personally known to me to be the same persons whose names 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 herein set forth.



GIVEN under my hand and seal this 9 day of June, A.D. 1942.
My Commission Expires Feb. 4, 1946. Geneva Kennedy Notary Public