

Deed Record, No. 78, Madison County, Iowa

Mabel L. Sawhill	#4106	Filed for record the 6 day of November
To	Fee \$.90	A.D. 1942 at 9:39 o'clock A.M.
Iowa Power & Light Co.		Pearl E. Shetterly, Recorder Easement No 369

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 Four Hundred Dollars (\$400.00) to be paid to Mabel L. Sawhill by Iowa Power & Light Company, an Iowa corporation, when and as erection of the towers, poles and lines described herein shall commence, the undersigned, Mabel L. Sawhill 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 Half ($W\frac{1}{2}$) of the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) and the East Half ($E\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section 23, 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 line to be constructed hereunder shall be constructed on wood poles same to be located along the westerly margin of the Northeast Quarter ($NE\frac{1}{4}$) of said section 23. 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 7 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.

Deed Record, No. 78, Madison County, Iowa

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 25th day of May, 1942.
WITNESSED BY: -----

Accepted: --
Mabel L. Sawhill
By

District of Columbia)ss.

(Paid 5-27-42
check no 32685
Vo. # 5-18)

I, Elizabeth M. Kintz, do hereby certify that Mabel L. Sawhill, 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 25th day of May, A.D. 1942.

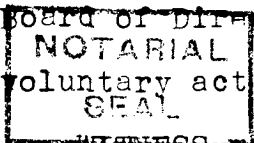
My Commission Expires: Feb 14, 1946. Elizabeth M. Kintz Notary Public
(Notarial Seal)
TO ---

As legal holder and owner of all of the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the 31st day of December, 1940 recorded in the Recorder's Office of Madison County, in Book 93, page 170, as Document No. 1051, the undersigned hereby consent(s) and join(s) in the granting to said company of the within and foregoing right-of-way easement.

Witnessed by: --- Farmers and Merchants State Bank (Seal)
Dated June 1st, 1942. (CORPORATE SEAL) By N E Kelley Cashier (Seal)

STATE OF Iowa COUNTY OF MADISON)ss.

On this 1st day of June, 1942, before me, a Notary Public in and for said County in the State aforesaid, personally appeared N. E. Kelley, to me personally known, being by me duly sworn, did say that the said N. E. Kelley is the Cashier of Farmers and Merchants State Bank 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 N. E. Kelley acknowledged 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 4, 1942 J W McKee Notary Public