

Deed Record, No. 78, Madison County, Iowa

Orla De Vault & wife

#4107

To

Fee \$.70

Iowa Power & Light Co.

Filed for record the 6 day of November
A.D. 1942 at 9:41 o'clock A.M.Pearl E. Shetterly, Recorder
Easement No 372GRANT 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 Thirty-five Dollars (\$35.00) to be paid to Orla DeVault 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, Orla DeVault and Estella DeVault, his wife, 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 Grantor situated in the West 5 acres of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ Sec. 13, T 76 N, R 29 W, Madison County, State of Iowa, and described as follows:

The West five (5) acres of the Southwest quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County.

together with any lands contiguous thereto now owned or hereafter acquired by Grantor(s) affecting the right of way of said electric line; Center line of Transmission line to run

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ACRES-BLACKMAR CO., BURLINGTON, 23057

approximately two (2) feet North of the South property line. together with the right of
to
ingress/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 poles or __
pole structures 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.

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 13th day of June, 1942.

WITNESSED BY: J G Cavanagh

Orla DeVault (Seal)
Estella DeVault (Seal)

STATE OF IOWA COUNTY OF MADISON)SS.

Accepted: Iowa Power & Light Company
By C.A. Leland President

I, Eugene Wilson, do hereby certify that Orla DeVault and Estella DeVault personally known
to me to be the same persons 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 13th day of June, A.D. 1942.

My Commission Expires: July 4th. 1942 Eugene Wilson Notary Public