

Deed Record, No. 78, Madison County, Iowa

John E. Hoadley

#4109

Filed for record the 6 day of November
A.D. 1942 at 9:45 o'clock A.M.

To

Fee \$.90 ✓

Pearl E. Shetterly, Recorder
Easement No. 380

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 Forty Dollars (\$40.00) to be paid to John E. Hoadley by Iowa Power & Light Company an Iowa corporation, when and as erection of the towers, poles and lines described herein shall commence, the undersigned, John E. Hoadley, a widower 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,

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ACRES-BLACKMAR CO., BURLINGTON, 23057

State of Iowa, and described as follows:

Southeast Quarter (SE¹₄) of the Northwest Quarter (NW¹₄) of Section 7,
Township 76 North, Range 28 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 in a northeasterly direction across said premises. 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 one 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.

It is agreed that the road fence shall not be cut.

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 22 day of May, 1942.

WITNESSED BY:

N. A. Johnson

John E. Hoadley (Seal)

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

*pd. Carman
3rd ch 26*

STATE OF IOWA COUNTY OF MADISON)ss.

I, Eugene Wilson, do hereby certify that John E. Hoadley, a Widower 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 he signed, sealed and delivered the said instrument as - free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 22nd day of May, A.D. 1942.

My Commission Expires: July 4th, 1942. (Notarial Seal) Eugene Wilson Notary Public
TC---

As legal holder and owner of all of the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the 1st day of March, 1939 recorded in the Recorder's Office of Madison County, Iowa, in Book 89, page 287, as Document No, 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: Mildred DeVault

Dated May 23, 1942

(CORPORATE SEAL)

EARLHAM SAVINGS BANK, EARLHAM, IOWA
F. R. Hunter Vice Pres (Seal)
W. G. Jackson Cashier (Seal)

STATE OF IOWA County of Madison)ss.

On this 23 day of May 1942, before me, a Notary Public in and for said County in the State aforesaid, personally appeared F. R. Hunter and W. G. Jackson, to me personally known, each being by me duly sworn, did say that the said F. R. Hunter is the Vice President, and the said W. G. Jackson is the Cashier of Earlham Savings 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 F.R. Hunter and W. G. Jackson 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 4, 1942

Leonard E. Welch Notary Public

