

Deed Record, No. 78, Madison County, Iowa

ACRES-BLACKMAR CO., BURLINGTON, 23087

E.E. Lineweaver & wife

#4116

Filed for record the 6 day of November
A.D. 1942 at 10:00 o'clock A.M.

To

Fee \$1.10

Pearl E. Shetterly, Recorder
Easement No. 378

Iowa Power & Light Co.

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 Three Hundred and no/100 Dollars (\$300.00), to be paid to E. E. Lineweaver 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:

The Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twelve (12), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M. and the West Fractional half of the Southwest Quarter (SE $\frac{1}{4}$), except that part lying and being South of North River, and the West Half of the Northeast Quarter (NE $\frac{1}{4}$) of the fractional Southwest Quarter (SW $\frac{1}{4}$) all in Section Seven (7), 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: On the East and West center line of said

R-29 W

R 28 W

E-W CENTER LINE SEC 12

E-W CENTER LINE
SEC 7

E.E. LINEWEAVER

E.E. LINEWEAVER

L.H. EYERLY

63.

422' 14.

422' 65.

424' 66.

411' 66.

385'

67.

— — — — — FENCE LINE

IOWA POWER AND LIGHT COMPANY	
E.E. LINEWEAVER - SW 1/4 SEC 7 T76N R28W	
- SE 1/4 SEC 12 T76N R29W	
DRAWN BY <i>JS</i>	DATE 4-30-42
CHECKED BY <i>AK</i>	SCALE 1" = 500'
CHECKED BY	AFE 225
APPROVED	7

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Section Seven (7) as shown by the plat hereinafter referred to, and continue in a south-westerly direction across the premises above described and leave the premises at a point described as follows, to-wit: On the South line of said premises located in said Section Twelve (12), as shown by the plat hereinafter referred to.

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 blue print 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 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.

E. E. Lineweaver
Carrie W. Lineweaver

STATE OF IOWA MADISON COUNTY)SS

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 E. E. Lineweaver and Carrie W. Lineweaver, 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.

SUBORDINATION AGREEMENT

THE FEDERAL LAND BANK OF OMAHA, of Omaha, Nebraska, hereby agrees that the certain easement for pole line right-of-way executed by E. E. Lineweaver and Carrie W. Lineweaver to Iowa Power and Light Company dated the 21st day of May, 1942, which is hereby limited, restricted and conditioned, as follows:

(A) That it is to terminate and be of no effect, if an electric line is not erected thereunder within two years from the date of the easement:

(B) That it shall be restricted to one line of single pole structures to be located only as designated on the copy of the blue-print of the Project and/or the respective easements as submitted, for reason of which this instrument is executed, submitted to and filed with the undersigned mortgagee(s).

(C) That any lines erected thereunder shall be erected in a manner to cause the least possible interference or obstruction to the use of the farm for the purposes to which it is now used, or may be used, and that the part of the farm over which the easement is granted, shall

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be available to the occupant for normal use, subject only to the necessary and prudent erection and maintenance of said electric line by said Company;

(D) ...

(E) That any electric line erected thereunder shall be in accordance with the National Electrical Safety Code of the United States bureau of Standards and any laws or regulations of state or local authorities with reference to such lines;

shall be superior to the lien of the mortgage executed by Ellis E. Lineweaver and Carrie W. Lineweaver dated the 5th day of March, 1934, recorded in Book 84, Page 174, of the Mortgage Records of Madison County, State of Iowa.

In Testimony whereof The Federal Land Bank of Omaha has caused these presents to be executed by its Vice President and its corporate seal to be affixed this 29th day of July, 1942.

Witness: Berneice Nelson

(CORPORATE SEAL)

THE FEDERAL LAND BANK OF OMAHA
By Leo E. Manion Vice President
Attest Wayne E. Smith Assistant Secretary

STATE OF NEBRASKA COUNTY OF DOUGLAS)SS

On this 29th day of July, 1942, before me, a Notary Public in and for said County and State, personally appeared Leo E. Manion to me personally known, who being by me duly sworn did say he is a Vice President of The Federal Land Bank of Omaha, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; and said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors; and the said Leo E. Manion acknowledged the instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 29th day of July, 1942.

NOTARIAL
SEAL

Berneice Nelson
Notary Public in and for said County

My Commission expires August 23, 1944.