

Deed Record, No. 78, Madison County, Iowa

ACRES-BLACKMAR CO., DURLINGTON, 23087

Loren H. Eyerly & wife

#4117

Filed for record the 6 day of November
A.D. 1942 at 10:02 o'clock A.M.

To

Fee \$1.10

Pearl E. Shetterly, Recorder
Easement No. 377

Iowa Power & Light Company

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 Fifty Nine-Dollars (\$59.00) to be paid to Loren H. Eyerly by IOWA POWER & LIGHT COMPANY, an IOWA corporation, when and as erection of the towers, poles and lines described herein shall commence, the undersigned, Loren H. Eyerly and Emma M. Eyerly, His Wife 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:

The South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section 12; The Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section 13, Township 76 North, Range 29 West of the 5th P.M. lying west of public highway as now traveled and established, containing $118\frac{1}{2}$ acres more or less.

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 granted herein is to follow the present line of survey and poles are to be erected on said line within one year from the date of this instrument 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 towers or poles or pole structures of said line shall be located on said property of Grantor(s).

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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.

WITNESS the hand and seal of the Grantor(s) this 11 day of March, 1942.

WITNESSED BY: N. A. Johnson

Pd. 5/27/42
Ck # 32537
Vo. # 5-18

Loren H. Eyerly (Seal)
Emma M Eyerly (Seal)
Accepted:
Iowa Power & Light Co
By C A Leland President

STATE OF IOWA COUNTY OF MADISON)SS.

I, Eugene Wilson, do hereby certify that Loren H. Eyerly and Emma M. Eyerly, 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 21st day of April, A.D. 1942.

My Commission Expires: July 4th, 1942
(Notarial Seal)

Eugene Wilson Notary Public

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 Loren H. Eyerly and Emma M. Eyerly to Iowa Power and Light Company dated the 11th day of March, 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 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 Loren H. Eyerly and Emma M. Eyerly dated the 21st day of March, 1919, recorded in Book 63, Page 239, 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.

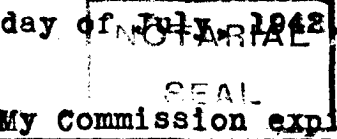
On this 29th day of July, 1942, before me, a Notary Public in and for said County and

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ACRES-BLACKMAR CO., BURLINGTON, 23057

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.



Berneice Nelson Notary Public
in and for said County

My Commission expires August 23, 1944.

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By C A Leland President

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I, Eugene Wilson, do hereby certify that Loren H. Eyerly and Emma M. Eyerly, 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 21st day of April, A.D. 1942.

My Commission Expires: July 4th, 1942
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(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 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 Loren H. Eyerly and Emma M. Eyerly dated the 21st day of March, 1919, recorded in Book 63, Page 239, of the Mortgage Records of Madison County, State of Iowa.

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Attest Wayne E Smith Assistant Secretary

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