

Deed Record, No. 78, Madison County, Iowa

ACRES-BLACKMAR CO., BURLINGTON, 23057

D. M. Applegate et al

#4118

To

Fee \$1.10

Iowa Power & Light Company

Filed for record the 6 day of
November A.D. 1942 at 10:04 o'clock
A.M.Pearl E. Shetterly, Recorder
Easement No. 376GRANT 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 D. M. Applegate and Cora M. Applegate his wife by IOWA POWER & LIGHT COMPANY, an Iowa corporation, when and as erection of the towers, poles and lines described herein shall commence, the undersigned, D. M. Applegate and Cora M. Applegate, 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:

Northeast Quarter(NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$); Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 13, Township 76 North, Range 29 West of the 5th P.M. Also North Fractional Half of the Northwest Quarter (NW $\frac{1}{4}$) and all that part of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) lying South and West of North River, of Section 18; and all that part of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 7, lying South of North River, 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; Also the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 13. 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).

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.

Deed Record, No. 78, Madison County, Iowa

WITNESS the hand and seal of the Grantor(s) this 16 day of March 1942.

WITNESSED BY: N. A. Johnson

D. M. Applegate (Seal)
Cora M. Applegate (Seal)

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

STATE OF Iowa COUNTY OF DALLAS)ss.

I, Eugene Wilson, do hereby certify that D. M. Applegate and Cora M. Applegate, 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 their free and voluntary act, for the uses and purposes therein set forth.

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

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

Eugene Wilson Notary Public

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 August, 1933, recorded in the Recorder's Office of Madison County, Iowa, in Book 84, page 45, as Document No 1875, 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: ---

E. C. Moorman (Seal)

Dated -----

STATE OF Colorado COUNTY OF Weld)ss.

I, ..., do hereby certify that E. C. Moorman personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 1 day of June, A.D. 1942.

My Commission Expires Dec. 1, 1942
(Notarial Seal)

Herman J. Bartles Notary Public

To IOWA POWER AND LIGHT COMPANY

As legal holder and owner of all of the notes or other evidences of indebtedness secured by Mortgage or Deed of Trust on the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-nine (29) West of the Fifth Principal Meridian, Madison County, Iowa, dated the 11th day of January, 1940, recorded in the Recorder's Office of Madison County, Iowa, in Book 90, Page 583, as Document No. 1430, the undersigned hereby consents and joins in the granting to said Company of the within and foregoing Right-of-Way Easement.

Dated August 14th, 1942

(CORPORATE SEAL)

Union Bank, Lincoln, Nebraska
By Jose H. Bradley Vice President (Title)
C. H. Wear Cashier

STATE OF NEBRASKA COUNTY OF Nebraska ..

On this 14th. day of Aug., 1942, before me, a Notary Public in and for said County in the State aforesaid, personally appeared Jose H. Bradley, Vice President of the Union Bank, Lincoln, Nebr. and C. H. Wear, Cashier of said Bank, to me personally known, each being by me duly sworn, did say that the said Jose H. Bradley is the Vice President, and the said C. H. Wear is the Cashier of said Union 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 Jose H. Bradley and C. H. Wear 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 March 16, 1948

SEAL

Opal Neville Notary Public

Deed Record, No. 78, Madison County, Iowa

ACRES-BLACKMAR CO., BURLINGTON, 23087

D. M. Applegate et al

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STATE OF Iowa COUNTY OF DALLAS)ss.

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

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E. C. Moorman (Seal)

Dated -----

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Given under my hand and seal this 1 day of June, A.D. 1942.

My Commission Expires Dec. 1, 1942
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Herman J. Bartles Notary Public

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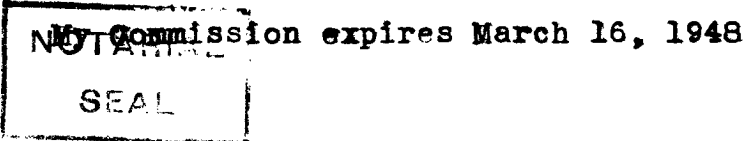
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WITNESS my hand and seal the day and year last above written.



Opal Neville Notary Public