

Deed Record, No. 78, Madison County, Iowa

ACRES-BLACKMAR CO., BURLINGTON, 23057

Katherine Frech Gdn

#4119

Filed for record the 6 day of November
A.D. 1942 at 10:06 o'clock A.M.

To

Fee \$1.30

Pearl E. Shetterly, Recorder

IOWA POWER AND 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 One Hundred Dollars (\$100.00) to be paid to Katherine Frech, Guardian, by The Iowa Power & Light Company, a corporation, when and as erection of the poles and lines described herein shall commence, the undersigned, Katherine Frech, Guardian, does hereby grant, convey and warrant unto the said The 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 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:

Beginning at a point approximately 24 rods West of the North and South center line of Section 13, Township 76 North, Range 29 West of the 5th P.M., Madison County, Iowa, and approximately 39 rods South of the East and West center line of said Section 13, thence in a Northeasterly direction to a point approximately 38.4 rods East of the Southwest corner of the Northwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of said Section 13

together with any lands contiguous thereto now owned or hereafter acquired by Grantor(s) affecting the right of way of said electric line; 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, except Walnut 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 7 wooden poles or ... pole structures of said line shall be located on said property of Grantor(s).

Grantee, The 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 22nd day of May, 1942.

WITNESSES BY:

Katherine Frech (Seal)
Guardian of Evelyn Louise Frech, Frieda Pauline
Frech and Katherine Mae Frech, Minors.
Accepted:
Iowa Power & Light Co.
By C A Leland President

STATE OF Iowa COUNTY OF Madison } ss.

I, Dorothy D. Longenecker, do hereby certify that Katherine Frech, Guardian, 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 she signed, sealed and delivered the said instrument as her 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. .. 42
My Commission Expires: July 4, 1942 (Notarial Seal) Dorothy D. Longenecker Notary Public

STATE OF IOWA, Madison County, ss.

Easement No. 375

I, Rex V Johnson, Clerk of the District Court in and for said County, do hereby certify that

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the foregoing Easement, executed by Katherine Frech, Guardian as stated therein, was presented to Hon W S Cooper, Judge of said Court, for approval, in vacation, and it appearing to said Judge that the said Katherine Frech, Guardian has complied with all the requirements of law and the orders of said Court in making such Easement said Judge approved said Easement on the 4th day of June A.D. 1942, and the order of approval has been entered of record in my office.

Witness my hand and the seal of said Court hereto affixed, this 4th day of June A.D. 1942.

(DISTRICT COURT SEAL)

Rex V Johnson Clerk District Court

MK

CONSENT TO EASEMENT

Loan No. 124622

WHEREAS, on the twenty-third day of October, 1930, Will Frech and Katherine Frech, his wife, of the County of Madison and State of Iowa, duly executed to The Northwestern Mutual Life Insurance Company of Milwaukee, Wisconsin, a corporation duly organized and existing under the laws of Wisconsin, a mortgage to secure the payment to said Company of the sum of four thousand dollars which said mortgage was filed for record on the eighth day of November, 1930 and recorded in the office of the Recorder of the County of Madison in the State of Iowa in Volume 80 of Mortgages, on page 513, and

WHEREAS, the said Insurance Company has been requested to consent to an easement for an electric transmission line over and across part of the premises described in said mortgage;

Now Therefore, for value received, the said The Northwestern Mutual Life Insurance Company does hereby consent to said easement over and across the following portion only of said mortgaged premises in the County of Madison and State of Iowa, to-wit:

Seven poles to be erected along a line beginning at a point approximately 39 rods south of a point approximately 24 rods west of the center of section thirteen, in township Seventy-six North, of range Twenty-nine west, and running thence in a north-easterly direction to a point approximately 38.4 rods east of the northwest corner of the southwest quarter of the northeast quarter of said section.

This Consent to Easement shall in no way affect or impair the right of said The Northwestern Mutual Life Insurance Company to hold said mortgage as security for the sum remaining unpaid thereon, together with all interest on the same remaining unpaid according to the terms and conditions of said note and mortgage, but said mortgage, or the foreclosure thereof, shall not affect the right of The Iowa Power & Light Company to exercise said easement.

In Witness Whereof, The Northwestern Mutual Life Insurance Company has caused its corporate seal to be hereto affixed, and these presents to be executed in its name by H. D. Thomas, Vice-President thereof, and attested by its Assistant Secretary.

Dated at Milwaukee, Wisconsin, this twenty-ninth day of July, 1942.

(CORPORATE SEAL)

In Presence of

Gladys Olson

Evelyn Semead

STATE OF WISCONSIN, County of Milwaukee.)ss.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

By H. D. Thomas Vice President

Attest R L Armstrong Ass't Secretary

On this twenty-ninth day of July, 1942, before me, D. W. Hickox, a Notary Public in and for the County of Milwaukee and State of Wisconsin, personally appeared H. D. Thomas and R.L. Armstrong to me personally known, who, being by me duly sworn, did say that they are Vice-President and Assistant Secretary, respectively, of The Northwestern Mutual Life Insurance Company, named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Trustee, and the said H. D. Thomas and R. L. Armstrong acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

NOTARIAL

SEAL

D. W. Hickox Notary Public
Milwaukee County, Wisconsin.
My Commission Expires March 11, 1945.

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ACRES-BLACKMAR CO., BURLINGTON, 23057

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Grantee, The 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.

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Frech and Katherine Mae Frech, Minors.
Accepted:
Iowa Power & Light Co.
By C A Leland President

STATE OF Iowa COUNTY OF Madison)ss.

I, Dorothy D. Longenecker, do hereby certify that Katherine Frech, Guardian, 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

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This Consent to Easement shall in no way affect or impair the right of said The Northwestern Mutual Life Insurance Company to hold said mortgage as security for the sum remaining unpaid thereon, together with all interest on the same remaining unpaid according to the terms and conditions of said note and mortgage, but said mortgage, or the foreclosure thereof, shall not affect the right of The Iowa Power & Light Company to exercise said easement.

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Dated at Milwaukee, Wisconsin, this twenty-ninth day of July, 1942.

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