

Deed Record, No. 78, Madison County, Iowa

ACRES-BLACKMAR CO., BURLINGTON, 23087

Hays Hamilton

#4120

Filed for record the 6 day of September
A.D. 1942 at 10:08 o'clock A.M.

To

Fee \$1.30 ✓

Pearl E. Shetterly, Recorder

Iowa Power & Light Company

GRANT OF RIGHT-OF-WAY

Easement No. 374

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 Hays Hamilton 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 East (E) Seventy Five (75) acres of the South One Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) and Five (5) acres described as follows: Commencing at the Southeast (SE $\frac{1}{4}$) corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), running thence North 11.43 rods, thence west 70 rods, thence South 11.43 rods, thence East 70 rods to the place of beginning; and 28 acres in the west part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), being all that part of said 40 acre tract lying west of a fence now built thereon near the top of a certain bluff on the East side of the branch running through said 40 acre tract, all in Section 13, Township 76 North, Range 29 West of the 5th P.M. Containing 108 acres more or less.,

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:

and shall continue in a southwesterly direction across the premises above described to a point described as follows, to-wit:
On the East line thereof as shown by the plat hereinafter referred to, One Thousand

Fifty-eight Feet (1058') East of the Southwest (SW) corner of said premises, thence West across said premises along the fence on the North side of the public highway as the same now runs across the South side of said premises.

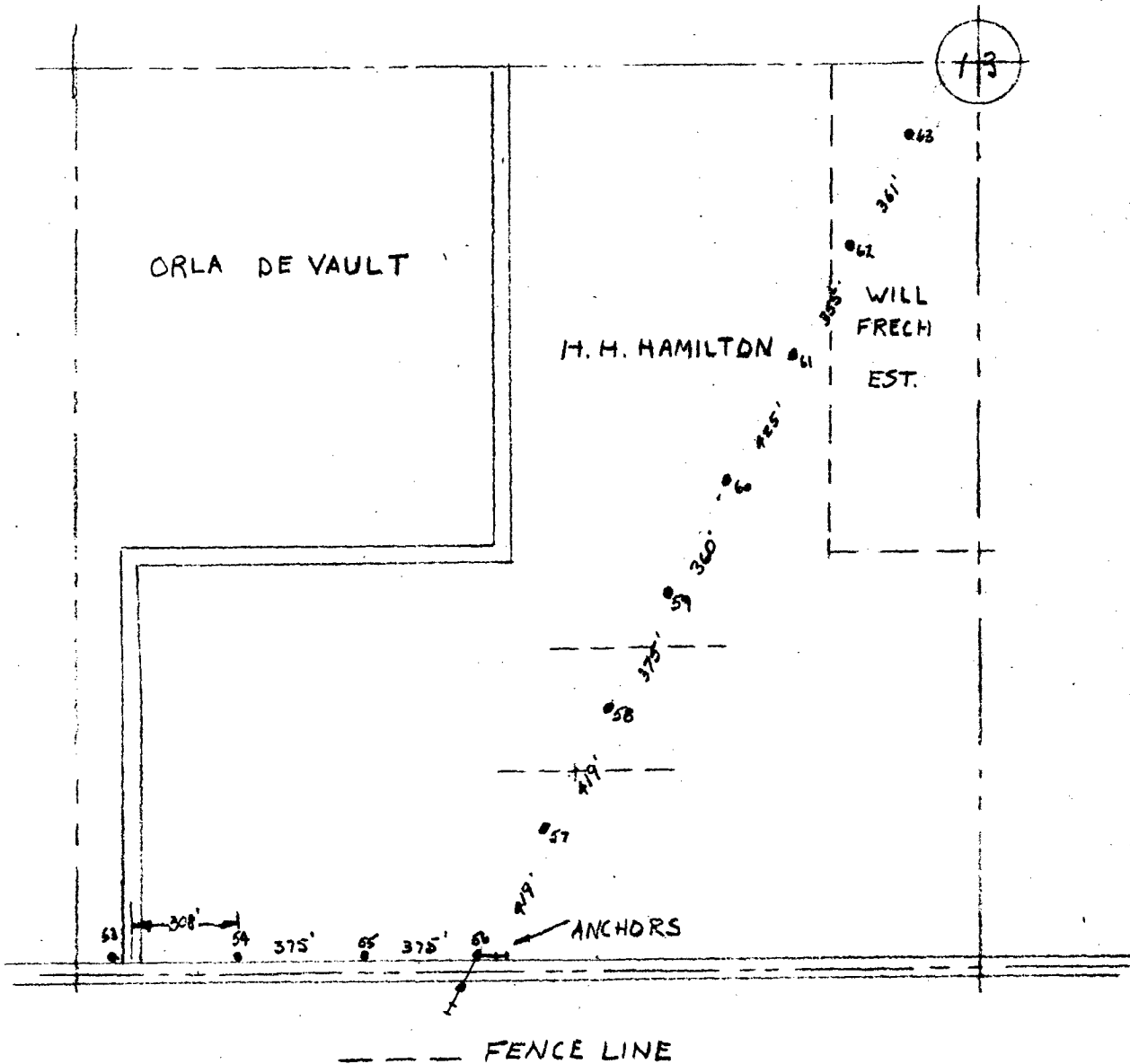
The course of said transmission line, together with the number and location of poles, anchors and guys to be erected on the land above described, is shown by a plat and blueprint thereof, which is hereto attached, marked Exhibit "A", and by this reference specifically made a part of this instrument. 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

R 29 W

T 76 N



IOWA POWER AND LIGHT COMPANY	
H. H. HAMILTON - SE 1/4 SEC 13 T76N R29W	
DRAWN BY <i>js</i>	DATE 4-30-42
CHECKED BY <i>js</i>	SCALE 1"=500'
CHECKED BY	AFE 225
APPROVED	6

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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 25th day of May, A.D. 1942.

Hays Hamilton

STATE OF IOWA MADISON COUNTY)SS

On this 25th day of May, A.D. 1942, before me, the undersigned, a Notary Public within and for Madison County, State of Iowa, personally came Hays Hamilton, a widower and unmarried, personally to me known to be the identical person whose name is affixed to the above instrument as grantor and acknowledged the execution of the same to be his 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
15229 I 125

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 Hays Hamilton to Iowa Power and Light Company dated the 25th 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 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 Hayse H. Hamilton and Virgie M. Hamilton dated the 8th day of March, 1928, recorded in Book 80, Page 247 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

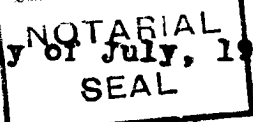
STATE OF NEBRASKA COUNTY OF DOUGLAS)SS.

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.

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ACRES-BLACKMAR CO., BURLINGTON, 23057

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

Filed for record the 5 day of November X

SCALE 1"=500'

ANCHORS LOCATED
APPROX. 50' EAST
OF GREEK.

N.W. 1/4 OF SEC. 24
T 76 N R. 29 W.

SECTION
24

GUY OVER CENTER OF ROAD APPROX. 137'
WEST OF THE NE CORNER OF N.W. 1/4 OF
THE N.W. 1/4 OF SEC. 24 - T6-29

SCALE 1"=100'

FENCE

E. OF ROAD

FENCE

GUY STUB IN ROAD

TWO ANCHORS LOCATED
APPROX. 15' & 10' RESPECTIVELY
SOUTH OF FENCE

IOWA POWER AND LIGHT COMPANY

LOCATION OF ANCHORS ON PROPERTY OF
JOE LINDBURG LOCATED IN SEC. 24-T6-29

DRAWN BY [signature]

DATE 6-5-82

CHECKED BY [signature]

SCALE WAS NOTED

CHECKED BY [signature]

APPROVED [signature]