

Deed Record, No. 78, Madison County, Iowa

Marion Dale Niblo & wife

#4123

Filed for record the 6 day of November
A.D. 1942 at 10:14 o'clock A.M.

To

Fee \$.90 ✓

Pearl E. Shetterly, Recorder

Iowa Power & Light Company

GRANT OF RIGHT-OF-WAY

Easement No. 367

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 One Hundred Fifty and no/100 Dollars (\$150.00), to be paid to Marion Dale Niblo 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:

Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-three (23), Township Seventy-six (76) North, Range Twenty-nine (29) 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: Two feet (2') East of the Northwest corner thereof, and shall continue in a southerly direction along the West line of said premises and shall leave the premises at a point described as follows, to-wit: Two feet (2') East of the Southwest corner thereof.

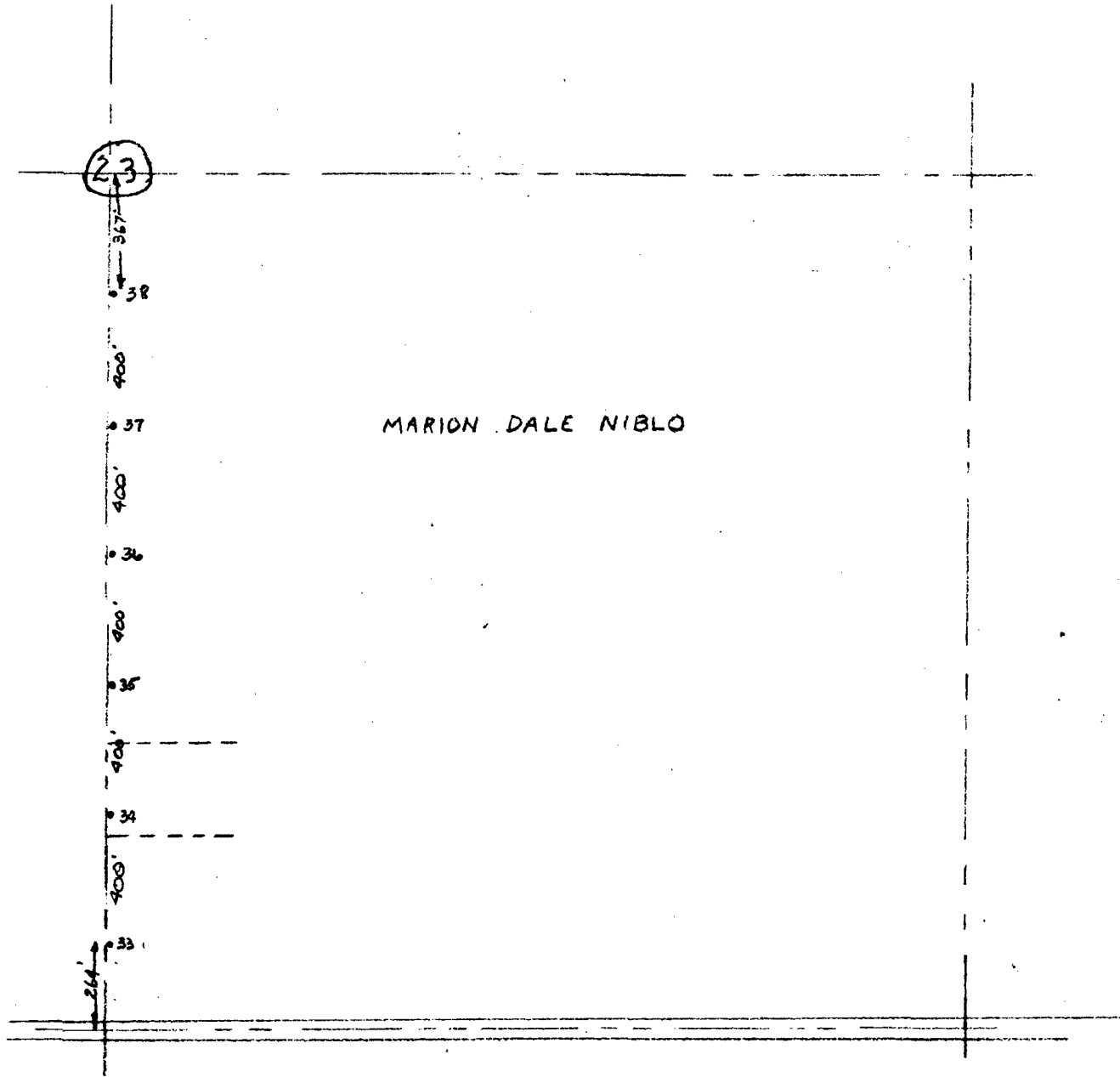
The course of said transmission line, together with the number and location of poles, anchors and guys to be erected on the land above described, is shown by a plat and blueprint thereof, which is hereto attached, marked Exhibit "A", and by this reference specifically made a part of this instrument.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

R29W

T 76N



--- FENCE LINE

IOWA POWER AND LIGHT COMPANY	
MARION DALE NIBLO - SE 1/4 SEC 23 T76N R29W	
DRAWN BY <i>[Signature]</i>	DATE 4-29-92
CHECKED BY <i>[Signature]</i>	SCALE 1"-500'
CHECKED BY	AFE 225
APPROVED BY	4

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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.

Pd. 5/27/42

ck. # 32555

Vo. # 5-18

Marion Dale Nible

Edith Nible

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 Marion Dale Nible and Edith Nible 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

NOTARIAL

last above written.

SEAL

Shirley A. Webster

Notary Public Within and For Said County