

Deed Record, No. 78, Madison County, Iowa

C. F. Hardy & wife

To Hardy & wife

Fee \$.90

Filed for Record the 8 day of November
A.D. 1942 at 10:22 o'clock A.M.6 day of
Pearl E. Shetterly, Recorder

Iowa Power and Light Company

GRANT OF RIGHT-OF-WAY

Easement No. 362

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 Fifty and no/100 Dollars (\$350.00) to be paid to C. F. Hardy 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 West Half of Section Thirty-five (35), 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:

Six Hundred Four Feet (604') east of the Northeast corner thereof, and shall continue in a southwesterly direction across the premises above described to a point described as follows, to-wit:

Four Hundred Thirty-one Feet (431') north of the Southwest (SW) corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-five (35), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M.

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 damages to property of grantor, or at grantor's option pay to grantor the fair and reasonable value of such repairs, and shall

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pay any damages which may be caused to any crops or other property of grantor 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 disinterest-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 29 day of May, A.D. 1942.

Paid by Check No. 32860

Voucher 5-18

Dated June 3, 1942

C. F. Hardy (Husband)
Estelle M. Hardy (Wife)

STATE OF Minnesota Hennepin COUNTY)SS

On this 29 day of May, A.D. 1942, before me, the undersigned, a Notary Public within and for Hennepin County, State of Minnesota, personally came C. F. Hardy 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 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 last above written.

(Notarial Seal)

Michael A. Davitt
Notary Public Within and For Said County.
Michael A. Davitt
Notary Public, Hennepin County, Minn.
My Commission Expires May 11, 1946

STATE OF Minnesota Hennepin COUNTY)SS

On this 29 day of May, A.D. 1942, before me, the undersigned, a Notary Public within and for Hennepin County, State of Minnesota, personally came Estelle M. Hardy, wife of C. F. Hardy personally to me known to be the identical person whose name is affixed to the above instrument as grantor and acknowledged the same to be her 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

Michael A. Davitt
Notary Public Within and For Said County.
Michael A. Davitt
Notary Public, Hennepin County, Minn.
My Commission Expires May 11, 1946.