

Deed Record, No. 77, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES 7559

C. E. Hircock & wife #837 Filed for record the 3 day of February
To Fee \$.70 A.D. 1941 at 3:55 o'clock P.M.
Farmer's Electric Cooperative, Inc Pearl E. Shetterly, Recorder

RIGHT OF WAY EASEMENT RW-121-122

347-Jackson

KNOW ALL MEN BY THESE PRESENTS, That the undersigned C. E. Hircock and Alma Hircock, his wife
for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby
grant unto the Farmer's Electric Cooperative, Inc., a cooperative, whose post office address
is Greenfield, Iowa, and to its successors or assigns, the right to enter upon the lands of
the undersigned, situated in the County of Madison and State of Iowa, and more particularly
described as follows;

The East Half (E $\frac{1}{2}$) of The Northeast Quarter (NE $\frac{1}{4}$) and The East Half (E $\frac{1}{2}$)
of The Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty Five (35) Township
Seventy Six North (76N) Range Twenty Nine West (29W) of the 5th. P.M.
Madison County, Iowa.

and to place, construct, operate, repair, maintain, relocate, and replace, thereon and in or
upon all streets, roads or highways abutting said lands, an electric transmission or distribu-
tion line or system, and to cut and trim trees and shrubbery to the extent necessary to keep

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them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following person: As shown by the County records.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 27th day of January, 1941.

C E Hircock
Alma Hircock

STATE OF IOWA Madison County)ss.

On this 27th day of January, 1941, before me John Bargenholt a notary public in and for Madison County, Iowa, personally appeared C. E. Hircock and Alma Hircock to me known to be the identical persons named in and who executed the foregoing instrument and whose names are affixed thereto and acknowledge that they executed the same as their voluntary act and deed.

(Notarial Seal)

John Bargenholt Notary Public in
and for said County and State.

In consideration of grantee herein placing poles and line one foot inside present fence location along highway on East side of above described real estate, grantor agrees that in the event it becomes necessary on account of road improvement, to move the poles and line to a location one foot inside the property line, that grantor shall pay the entire actual cost of moving said poles and line and a lien on the above described real estate is given grantee to secure the payment of said cost. It is further agreed that the poles along the South side of said real estate abutting Highway 92 shall be placed one foot inside the property line. COMPARED