

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER
RECORDED
COMPALED

Preparer Information: Farmers Electric Cooperative Inc by
106 SE 6th St Greenfield, Iowa 50849 Ph: 641-743-6146 Or 1-800-397-4821

ELECTRIC LINE RIGHT-OF WAY EASEMENT
(Underground)

Madison County Saventy Five Twp ¹³⁺²⁴ Section 28 RANGE

Know all men by these present, that the undersigned Gene Pomeroy for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the Farmers's Electric Cooperative, Inc., a cooperative, whose post office address is Greenfield, Iowa, and to its successors or assigns, a perpetual right-of-way to, from time to time, construct, lay, maintain, operate and remove an underground electric transmission or distribution line or lines, conduits, pedestals, or other appurtenances desirable in connection therewith, with the right to ingress and egress to and from said lands situated in the County of Madison and State of Iowa, described as follows, to wit:

X copy attached
See attachment

The grantor, his heirs, or assigns is to fully use and enjoy the premises except for the purposes herein above granted to the premises except for the purposes herein above granted to the grantee. The grantee hereby agrees to pay any damage which may arise to crops and fences from said construction, operations, or removal of said transmission or distribution lines; the damages if not mutually agreed upon are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the grantor, his heirs or assigns, one by the said grantee, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

The said transmission or distribution lines covered by this grant shall be buried at such a depth as not to interfere with the ordinary cultivation of said lands and upon grantor's request, the grantee shall provide the grantor with a plat showing the location of said buried cables and the grantor agrees that no building, structures, or other obstructions shall be places directly above said power, transmission or distribution lines.

The undersigned covenants that he is the owner of the described lands and that all facilities erected hereunder shall remain the property of the Cooperative.

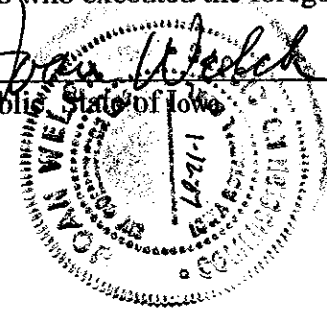
Special provisions, if any:

IN TESTIMONY WHEREOF, the undersigned have executed this instrument this 7/9/04 day of _____, 20____.

Gene Pomeroy

State of Iowa _____ Madison County:

Personally came before me this 9 day of July, A.D. 2004, the above named Gene Pomeroy, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Joan Utzler
Notary Public, State of Iowa


Commission Expires 1-12-07

✓ Gene Pomeroy
610 W Green
Winterset IA 50273

REAL ESTATE TRANSFER
TAX PAID 15
STAMP #
\$ 210.40
Michelle Utaler
RECORDER
12-8-00 DATE
Madison COUNTY

REC \$ 5⁰⁰
AUD \$ 10⁰⁰
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
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007471
FILED NO.
BOOK 143 PAGE 331
2000 DEC -8 PM 12:06
MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

Preparer Information: JOHN E. CASPER 223 EAST COURT AVENUE WINTERSSET (515) 462-4912
Individual's Name Street Address City Phone

Address Tax Statement: Gene S. Pomeroy
3116 Garfield Avenue
Des Moines, Iowa 50317

SPACE ABOVE THIS LINE
FOR RECORDER



WARRANTY DEED - JOINT TENANCY

For the consideration of ONE HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED and no/100 (\$131,600.00)
Dollar(s) and other valuable consideration,
ANTHONY F. SANTORO and SHARON R. SANTORO, husband and wife,

do hereby Convey to
GENE S. POMEROY and SHERRE L. POMEROY, husband and wife,

as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described
real estate in MADISON County, Iowa:

The North Half (1/2) of the Northwest Quarter (1/4) of Section Twenty-four (24) and the South Half (1/2) of the Southwest Quarter (1/4) of Section Thirteen (13) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, AND the South 25 feet of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-four (24), Township Seventy-five (75) North Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A", located in the East 20 acres of the North Half (1/2) of the Northwest Quarter (1/4) and the South 25 feet of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-four (24), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 20.75 acres, as shown in Plat of Survey filed in Book 3, Page 640 on October 25, 2000, in the Office of the Recorder of Madison County, Iowa; and
an easement for road purposes to the Grantees herein, their heirs and assigns, over and across the following-described real estate, to-wit: The South 30 feet of all that part of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Fourteen (14), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., which lies East of the East line of the public highway running North and South through said 40 acre tract and also across the following-described tract, to-wit: Commencing at the Southwest corner of the North Half (1/2) of the Southwest Quarter (1/4) of Section Thirteen (13), Township Seventy-five (75) North, Range Twenty-eight (28), running thence N. 30 feet, thence in a Southeasterly direction to a point 30 feet East of the place of beginning, thence West to the place of beginning; all rights granted under the foregoing easements are to terminate and shall no longer exist if said right of way is not used for road purposes over a period of 2 years and the Grantee and all subsequent owners shall construct, repair, and maintain all fences required for the use of said easement.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

STATE OF Iowa,
MADISON COUNTY, ss:

Dated: NOVEMBER 27, 2000

On this 27 day of NOVEMBER, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared ANTHONY F. SANTORO and SHARON R. SANTORO

Anthony F. Santoro
ANTHONY F. SANTORO (Grantor)

Sharon R. Santoro
SHARON R. SANTORO (Grantor)

to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

(Grantor)



Carol Landis Notary Public

(Grantor)

(This form of acknowledgment for Individual grantor(s) only)