Compared

BEFORE THE CHIEF JUDGE OF THE FIFTH JUDICIAL DISTRI

OF THE STATE OF IOWA

FILED NO. 1524
BOOK 119 PAGE 246

1984 MAR -1 AM 11:20

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
28 pgs.
Fee $84/00

IN THE MATTER OF THE APPLICATION OF IOWA POWER AND LIGHT COMPANY FOR CONDEMNATION OF RIGHT OF WAY FOR TRANSMISSION LINE IN MADISON COUNTY, IOWA	* * * * * * * *	NO. 21766 APPLICATION FOR CONDEMNATION AND APPOINTMENT OF COMMISSION TO APPRAISE DAMAGES

TO: The Chief Judge of the Fifth Judicial District of the State of Iowa

The Applicant, Iowa Power and Light Company, pursuant to Section 472.3 of the Code of Iowa, hereby applies to Gibson C. Holliday Chief Judge of the Fifth Judicial District of Iowa, for the appointment of a Commission to appraise the damages to real estate hereinafter described, and in connection therewith Applicant states as follows:

1. That Applicant, Iowa Power and Light Company, is a corporation organized under the laws of the State of Iowa, with its principal place of business and its general offices in the City of Des Moines, Polk County, Iowa, and is engaged in the business of generating, transmitting and distributing electricity at various points and places within the State of Iowa.

2. That by Order dated December 30, 1977, the Iowa State Commerce Commission granted Applicant a franchise (Iowa State Commerce Commission Frachise No. 14897) authorizing the construction and operation of a nominal 345,000 volt (maximum 400,000 volt) electric transmission line extending through and across the property hereinafter described and other property in Madison County, Iowa together with the right of eminent domain to condemn for transmission line purposes the land hereinafter described which the Iowa State Commerce Commission has found to be necessary for the use of the Applicant for construction, operation and maintenance of said transmission line in Madison County. That a copy of said Order and Franchise is attached as Exhibit "A" and made a part of this application.

FOR FRANCHISE SEE DEED REC. 113, Page 41
"FOR GENERAL PROCEEDINGS AND SERVICE PERTAINING TO SELECTION, APPOINTMENT & SERVICE OF COMMISSIONERS SEE BOOK 113, Page 372-421, AS SHOWN IN PROCEEDINGS OF ARTHUR KNUTSON, et al."

RECEIVED
MADISON COUNTY SHERIFF
WINTERSET, IOWA
RRR
FEB 20 1979

SHERIFF'S and CLERK'S NOTATION: FOR COMPLETE TEXT OF EXHIBIT "A" ATTACHED TO AND MADE A PART OF THIS APPLICATION FOR CONDEMNATION, SEE DOCKET # 21763, MADISON COUNTY, IOWA DISTRICT COURT.

22

2

3. Applicant seeks to condemn and acquire by the process of eminent domain a right of way and easement one hundred fifty feet (150') in width over, along and across the land hereinafter described to construct, operate and maintain a nominal 345,000 volt (maximum 400,000 volt) electric transmission line and all necessary wires and equipment incident thereto for the purpose of constructing, operating and maintaining said transmission line.

4. The description of the property to be effected or sought to be condemned by its congressional numbers in tracts not exceeding one-sixteenth (1/16) of a section; a description of the specific property sought to be condemned from each of said parcels to be condemned with reference to such description; the names of all record owners and parties in possession of the parcels of property sought to be condemned, or otherwise affected by such proceedings; the holders of liens or encumbrances upon such lands, and the places of residence of all such persons, so far as is known to Applicant, or as shown of record, are as follows, to wit:

SHERIFF'S NOTATION: ONLY THAT DESCRIPTION AND PLAT PERTAINING TO THESE DEFENDANTS IS SET FORTH:

24

PARCEL NO. 61-29

DESCRIPTION OF PROPERTY TO BE AFFECTED

The Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) and the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 28; the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), and the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section 33; Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa

DESCRIPTION OF SPECIFIC PROPERTY SOUGHT TO BE CONDEMNED

The North 56 feet of the West Half (W½) of the Southeast Quarter (SE¼) of Section 28, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa.

This easement is limited to overhang only for one 345,000 volt (maximum 400,000 volt) electric transmission line. No structures will be located on the above described easement strip.

NAMES OF ALL RECORD OWNERS AND PARTIES IN POSSESSION

OWNER: Roy H. Maass and Judith L. Maass
RR 2
Lorimor, Iowa 50149

TENANT: Robert Weeks and Janice Weeks
Lorimor, Iowa 50149

HOLDERS OF LIENS OR ENCUMBRANCES

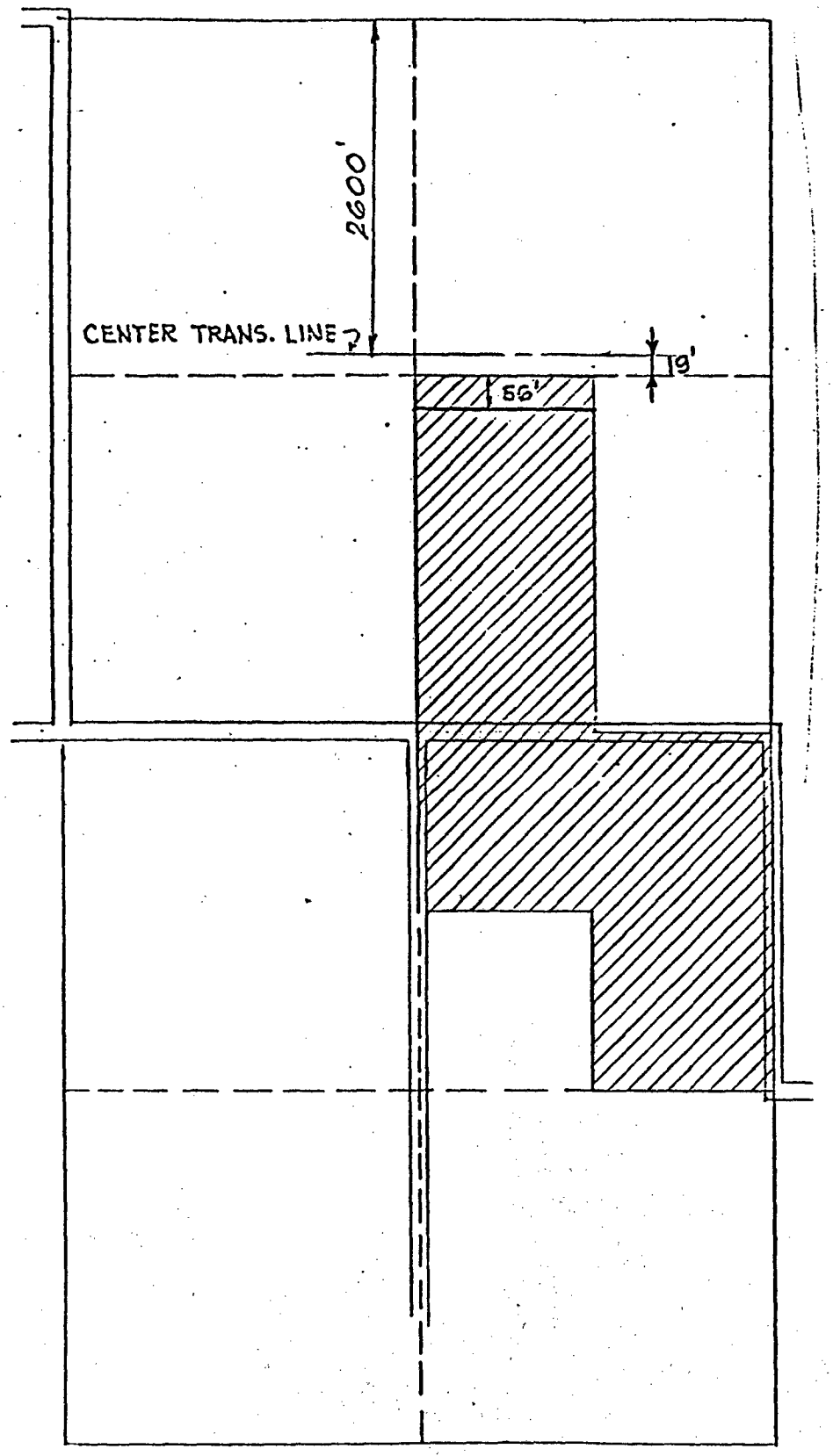
LIEN HOLDER:

Madison County

MORTGAGE HOLDER:

United States of America
Farmers Home Administration
1208 E. 2nd Avenue
Indianola, Iowa 50125

(A Plat showing the location of the property to be affected and the location of the specific property sought to be condemned is attached hereto, marked Parcel 61-29 and by this reference made a part hereof.)



Sections 28 & 33, Township 74N, Range 28W

IOWA POWER AND LIGHT COMPANY
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT MADISON COUNTY	
DWN. BY J.M.L. 4-21-76			
CHECKED			PARCEL NO. 61-29
APP'D			

Applicant requests that the Chief Judge of this Judicial District appoint a Commission to appraise the damages to said lands in accordance with the terms and provisions of Chapter 472 of the Code of Iowa.

Dated this 16 day of February, 1979.

Keith D Hartje

Keith D. Hartje
666 Grand Avenue, P.O. Box 657
Des Moines, Iowa 50309

GAMBLE, RIEPE, BURT, WEBSTER & FLETCHER
2600 Ruan Center
Des Moines, Iowa 50309

By B. A. Webster
B. A. Webster

Attorneys for Applicant
IOWA POWER AND LIGHT COMPANY

State of Iowa)
)
County of Polk)

I, E. L. Birdsall, being first duly sworn, on oath depose and state that I am Vice-President of Iowa Power and Light Company, Applicant named in the foregoing Application; that I have read the above and foregoing Application; that I know the facts therein set forth, and that the same are true and correct as I verily believe.

E. L. Birdsall

Subscribed and sworn to before me by said E. L. Birdsall this 16 day of February, 1979.

LLOYD C. McLAUGHLIN
MY COMMISSION EXPIRES
September 30, 1979

Lloyd C. McLaughlin
Notary Public in and for the State of Iowa

Filed in duplicate in my office at Des Moines, Iowa, this 16 day of February, 1979.

David Kelleher
Chief Judge of the Fifth Judicial District of Iowa including Madison County.

RECEIVED
MADISON COUNTY SHERIFF
WINTERSET, IOWA

FEB 20 1979

6

PARCEL 61-30

BEFORE THE SHERIFF OF MADISON COUNTY, IOWA

IN THE MATTER OF THE APPLICATION OF IOWA POWER AND LIGHT COMPANY FOR CONDEMNATION OF RIGHT OF WAY FOR TRANSMISSION LINE IN MADISON COUNTY, IOWA	))))	NO. 2766 NOTICE OF HEARING BEFORE COMMISSIONERS

TO:

OWNER: Roy H. Maass and Judith L. Maass
RR 2
Lorimor, Iowa 50149

TENANT: Robert Weeks and Janice Weeks
Lorimor, Iowa 50149

HOLDERS OF LIENS OR ENCUMBRANCES

MORTGAGE HOLDER: United States of America
Farmers Home Administration
1208 E. 2nd Avenue
Indianola, Iowa 50125

LIEN HOLDER: Madison County

RECEIVED
WARREN CO. SHERIFF
'79 FEB 21 P 2:00

and all other persons, companies, or corporations having any interest in or owning any of the following described real estate: See "Exhibit A" attached.

You are hereby notified that Iowa Power and Light Company, a corporation organized under the laws of the State of Iowa, with its principal place of business in the City of Des Moines, Polk County, Iowa, desires the condemnation of the following described easement in land: See "Exhibit B" attached.

That such condemnation is sought for the construction, operation and maintenance of a 345,000 volt electric transmission line and all necessary wires and equipment incident thereto, together with the permanent and perpetual right of ingress and egress on said easement to and from said property for the purpose of constructing, operating and maintaining said transmission line and associated wires and equipment incident to the operation and maintenance of said transmission line.

7

That a Commission has been appointed as provided by law for the purpose of appraising the damages which will be caused by said condemnation. That said Commissioners will, on MARCH 7, 1978, at 10:40 o'clock A.M., view said premises and proceed to appraise said damages, at which time you may appear before the Commissioners if you care to do so.

Keith D Hartje

Keith D. Hartje
P.O. Box 657, 666 Grand Avenue
Des Moines, Iowa 50303

B. A. Webster

B. A. Webster
GRAMBLE, RIEPE, BURT, WEBSTER & FLETCHER
2600 Ruan Center
Des Moines, Iowa 50309

ATTORNEYS FOR APPLICANT,
IOWA POWER AND LIGHT COMPANY

PARCEL NO. 61-30

EXHIBIT "A"

DESCRIPTION OF PROPERTY TO BE AFFECTED

The Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) and the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 28. The Southwest Quarter (SE¼) of the Northwest Quarter (NW¼), the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) and the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section 27, all in Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa.

EXHIBIT B

DESCRIPTION OF SPECIFIC PROPERTY SOUGHT TO BE CONDEMNED

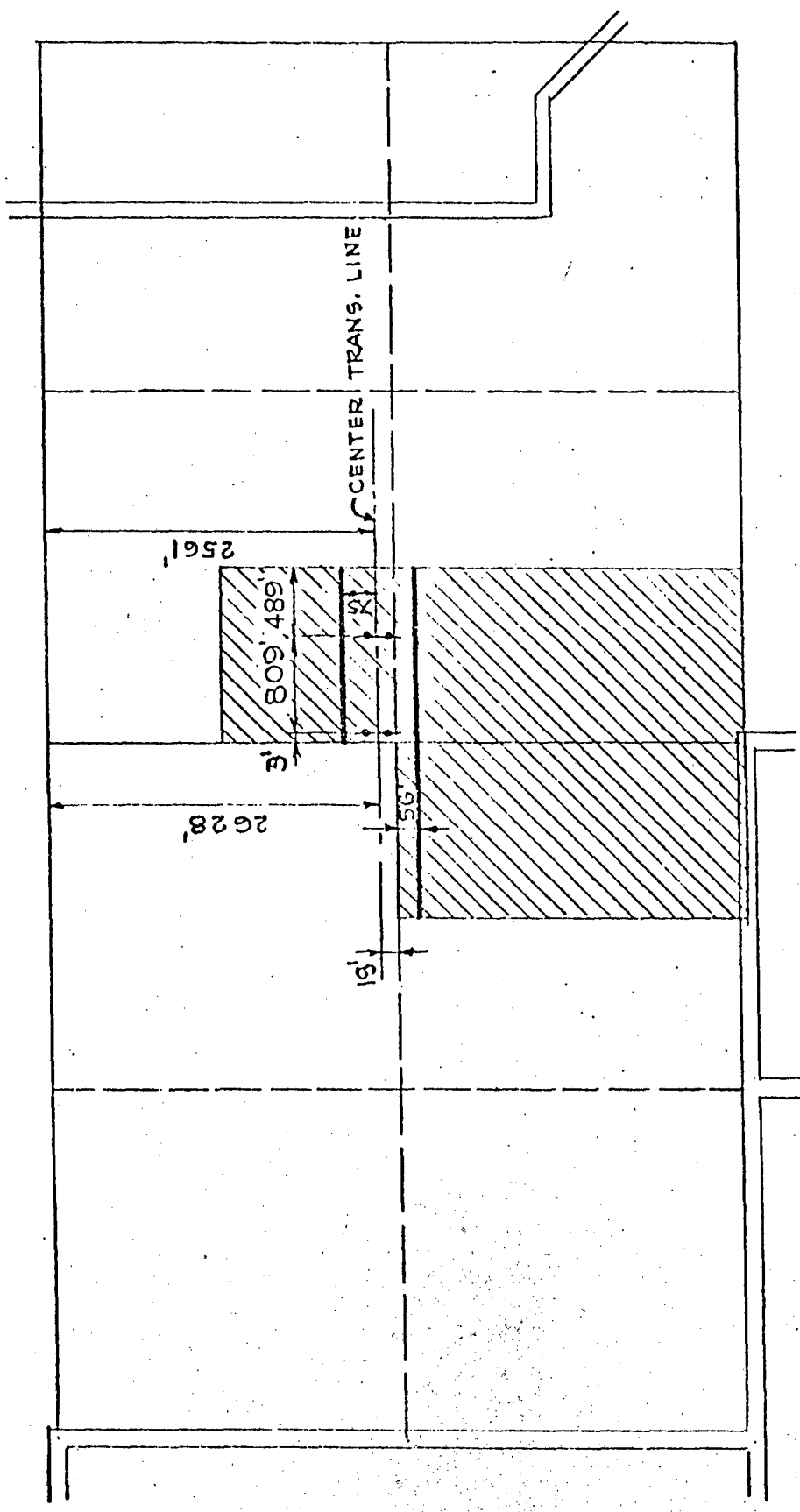
The North 56 feet of the East Half (E½) of the Southeast Quarter (SE¼) of Section 28, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa.

This easement is limited to overhang only for one 345,000 volt (maximum 400,000 volt) electric transmission line. No structures will be located on the above described easement strip.

Also a strip of land 150 feet in width across the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) and West Half (W½) of the Southwest Quarter (SW¼) of Section 27, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa, the centerline of said strip being described as follows:

Beginning at a point approximately 2,628 feet South of the Northwest corner of said Section 27, thence East to a point on the East property line approximately 2,561 feet South of the Northeast corner of the West Half (W½) of the Northwest Quarter (NW¼) of said Section 27.

This easement is limited to construction of one 345,000 volt electric transmission line across the above described property consisting of two 2-pole structures and associated conductors. (Maximum 400,000 volt).



IOWA POWER AND LIGHT COMPANY
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT MADISON COUNTY	
DWN. BY T.M.E.			
CHECKED			PARCEL NO 61-30
APP'D			

STATE OF IOWA
WARREN COUNTY SS: RETURN OF SERVICE

I hereby certify and make return; that I received the within and attached notice on the 21st day of February, 19 79, and that on the 21st day of February, 19 79, I served the same on the within named ~~defendant~~ Farmers Home Administration

_____ in Washington,
(Name ~~City,~~ or Twp.)
Warren, County, Iowa, by delivering a true copy
(Name County)
thereof, with copy of petition attached, to Bonnie Zimmerman
Clerk of said Farmers Home Administration
(Give title of person served) (Name of defendant)

Fees
Mileage $ .20
County $ 3.00
Total $ 3.20
Paid by Plt'fs. Attorney.

Paid By
Iowa Power & Light Co.

EXHIBIT "C"
Pltf's Atty.

2-23-79
Date

Carmine Miller
By Deputy

William M. Mathews Sheriff

By: Carl D. Turner Deputy

Subscribed and sworn to before me this 23rd day of February, 1979.

Ann Harlan
CLERK DISTRICT COURT or ~~NOTARY PUBLIC~~ Deputy

Commission expires _____

IN THE DISTRICT COURT OF THE STATE OF IOWA IN AND FOR MADISON COUNTY

IN THE MATTER OF THE APPLICATION OF IOWA POWER AND LIGHT COMPANY FOR CONDEMNATION OF RIGHT OF WAY FOR TRANSMISSION LINE IN MADISON COUNTY, IOWA

AFFIDAVIT OF FINAL OFFER

STATE OF IOWA)
) SS.
COUNTY OF POLK)

I, E. L. Birdsall, being first duly sworn, on oath depose and state that on the 23rd day of February, 19 79, as agent and representative of Iowa Power and Light Company, I delivered to the following named persons, ~~to wit:~~ by regular mail, to wit:

Roy H. Maass and Judith L. Maass
RR 2
Lorimor, Iowa 50149

United States of America
Farmers Home Administration
1208 E. 2nd Avenue
Indianola, Iowa 50125

Robert Weeks and Janice Weeks
Lorimor, Iowa 50149

a duplicate original of the "Final Offer to Acquire Easement", a true copy of which is attached hereto, marked Exhibit A, and by this reference made a part hereof.

Dated this 23rd day of February, 19 79.

E. L. Birdsall

Subscribed and sworn to before me by E. L. Birdsall this 23rd day of February, 19 79.

NOTARIAL SEAL IOWA
LLOYD C. McLAUGHLIN
MY COMMISSION EXPIRES
September 30, 1979

Lloyd C. McLaughlin
Notary Public in and for IOWA

12

IOWA POWER

IOWA POWER
823 Walnut Street
Des Moines, Iowa 50303

FINAL OFFER TO ACQUIRE EASEMENT

February 23, 1979

Roy H. Maass and Judith L. Maass
RR 2
Lorimor, Iowa 50149

Informational Copy to Mortgagee:

United States of America
Farmers Home Administration
1208 E. 2nd Avenue
Indianola, Iowa 50125

Pursuant to Chapter 472, entitled Procedures Under Power of Eminent Domain, Code of Iowa, Iowa Power and Light Company hereby makes its final offer to pay you the total lump sum of $ 1,224.00 in consideration of your execution, acknowledgement and delivery of a 345,000 volt electric transmission line easement in substance and form as, and across real estate described in, the "Transmission Line Easement" attached hereto, marked Exhibit "A", and made a part hereof. Such offer does not include construction damage to crops, tile or similar property which will be paid after construction when such damage can be ascertained.

If you wish to accept this offer, please call Iowa Power and Light Company collect at the following telephone number: 1-515-281-2713. If a voluntary easement is not acquired by the Company for this parcel, condemnation proceedings will be initiated.

A plat showing the proposed transmission line easement on your property is enclosed for your information.

Yours very truly,

E. L. Birdsall
Vice President

Enclosure

Parcel 61-29

13.

25

Parcel No. 61-29

Job No. _____

Draft No. _____

EXHIBIT "A"

County Madison

Township 74 North

Range 28 West of the 5th P.M.

Section 28

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, Roy H. Maass and Judith L. Mass, husband and wife,

and the undersigned Tenant, Robert Weeks and Janice Weeks

(hereinafter called the Grantor(s), in consideration of the sum of One Dollar and other valuable considerations in hand paid, do hereby grant to Iowa Power and Light Company, an Iowa Corporation, (hereinafter called the Grantee,) the perpetual right and easement to construct, reconstruct, repair, maintain, operate, inspect, patrol and remove a line of towers or poles for the transmission and supply of electric current, with wires and cables upon and from the same and all necessary foundations, anchors, guys, braces, fittings, equipment and apurtenances including a buried ground wire, and such culverts, bridges, and ways of access as may be reasonably necessary for the convienent construction, reconstruction, repair, maintenance, operation, inspection, patrolling and removal of said line over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

The North 56 feet of the West Half (W½) of the Southeast Quarter (SE¼) of Section 28, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa.

This easement is limited to overhang only for one 345,000 volt (maximum 400,000 volt) electric transmission line. No structures will be located on the above described easement strip.

The Grantor(s) warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has full right and authority to validly grant this easement, and that Grantee may quietly enjoy the premises.

Grantee is given the right to trim, cut and clear away any trees, limbs and brush, whether located on the above described easement property or adjacent to and overhanging the same, and the right to remove from the above described easement property any obstruction, including buildings, inflammable materials, brush, structures of any kind or other obstructions wherever in its judgment such will interfere with or endanger the construction, operation or maintenance of said line, and to renew, replace, and to otherwise change the lines and any part thereof and all appurtenances thereto and the location thereof within the easement property; and to pass along the easement property to and from adjoining lands and to have reasonable access to said property from Grantor's adjoining lands. The Grantee may erect and use gates in all fences which cross or which shall hereafter cross the route of said line.

In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, operation, maintenance, inspection, patrolling or removal of said line. Grantor(s) covenants that no act will be permitted within the easement property which is inconsistent with the rights hereby granted; that no building or structures will be erected upon said property and that the present grade or ground level thereof will not be changed by excavation or filling.

Grantee, its contractor or agents, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement but the easement shall not otherwise be operative nor shall construction begin until a franchise for the line is issued by the Iowa State Commerce Commission and until the full consideration is paid as hereinafter provided.

The Grantor(s) acknowledges payment of $ _____ hereunder and it is agreed that if the additional sum of $ _____ is paid the undersigned Grantor(s) within one year from the date hereof, or the release of this easement from any liens or encumbrances of record, whichever date is later, this agreement shall become binding upon all parties hereto but shall terminate upon the permanent removal or abandonment of all lines and appurtenances of Grantee upon the easement property. If the additional amount of consideration is not paid within the time stated above, then the initial payment shall be forfeited to the Grantor(s) and both parties shall be released from all further obligation hereunder. The parties hereto agree that all payment made by virtue of this agreement shall be paid to _____ of _____ as agent for the Grantor(s).

This agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

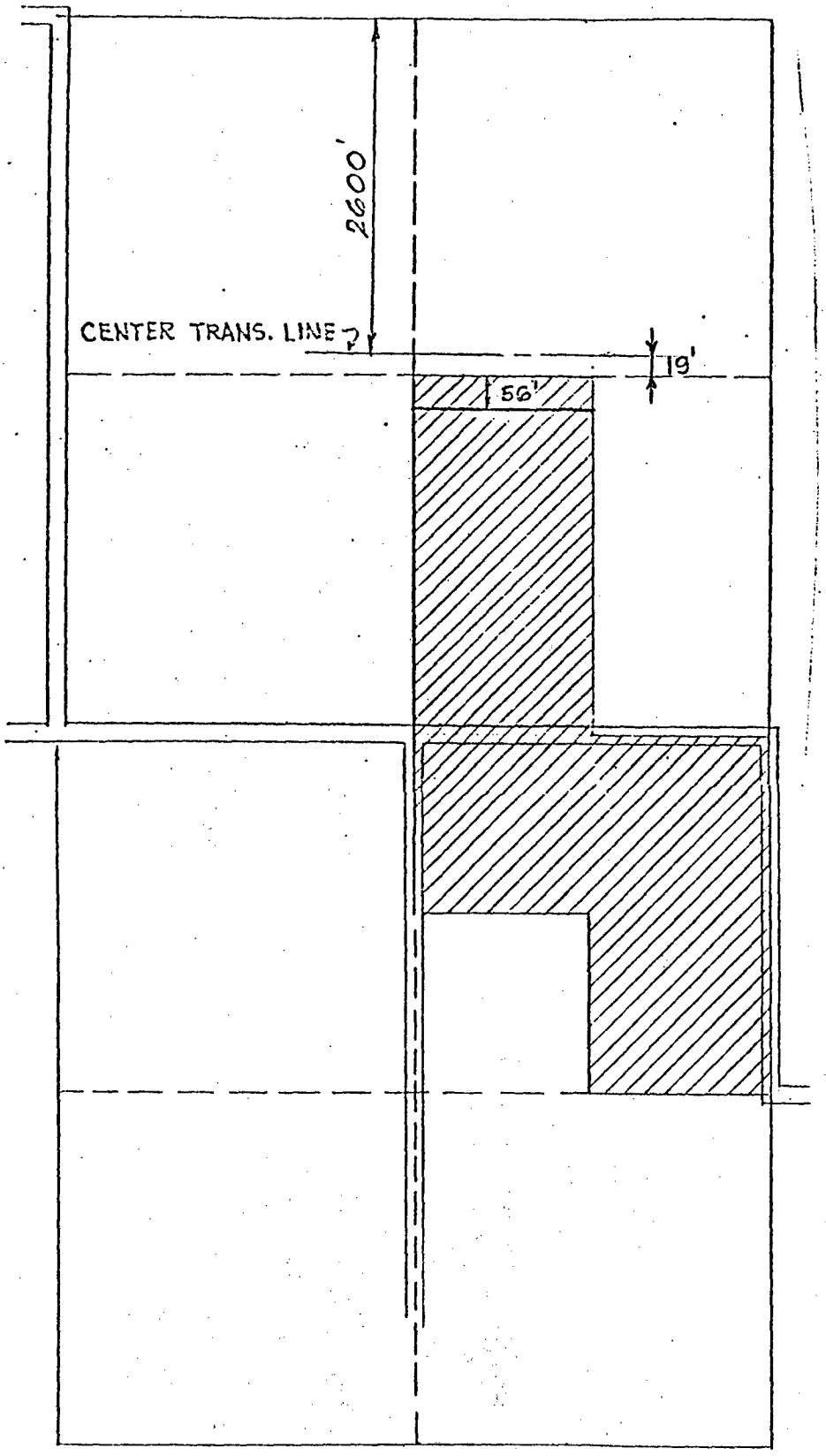
Dated this _____ day of _____, 19 _____.

_____ _____

_____ _____

_____ _____

_____ _____



Section 28
Township 74N
Range 28W

Section 33
Township 74N
Range 28W

Sections 28 & 33, Township 74N, Range 28W

IOWA POWER AND LIGHT COMPANY
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT MADISON COUNTY	
DWN. BY [illegible] 4-21-76			
CHECKED			PARCEL NO. 61-29
APP'D			

260

15

IOWA POWER
823 Walnut Street
Des Moines, Iowa 50303

FINAL OFFER TO TENANT TO ACQUIRE EASEMENT

February 23, 1979

Robert Weeks and Janice Weeks
Lorimor, Iowa 50149

Pursuant to Chapter 472, entitled Procedures Under Power of Eminent Domain, Code of Iowa, Iowa Power and Light Company hereby makes its final offer to pay you the total lump sum of $ 50.00 in consideration of your execution, acknowledgement and delivery of a 345,000 volt electric transmission line easement in substance and form as, and across real estate described in, the "Transmission Line Easement" attached hereto, marked Exhibit "A", and made a part hereof. Such offer does not include construction damage to crops, tile or similar property which will be paid after construction when such damage can be ascertained.

If you wish to accept this offer, please call Iowa Power and Light Company collect at the following telephone number: 1-515-281-2713. If a voluntary easement is not acquired by the Company for this parcel, condemnation proceedings will be initiated.

A plat showing the proposed transmission line easement on your property is enclosed for your information.

Yours truly,

E. L. Birdsall
Vice President

Enclosure

jg

Parcel 61-29

16

Parcel No. 61-29

Job No. _____

Draft No. _____

EXHIBIT "A"

County Madison

Township 74 North

Range 28 West of the 5th P.M.

Section 28

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, Roy H. Maass and Judith L. Mass, husband and wife,

and the undersigned Tenant, Robert Weeks and Janice Weeks

(hereinafter called the Grantor(s), in consideration of the sum of One Dollar and other valuable considerations in hand paid, do hereby grant to Iowa Power and Light Company, an Iowa Corporation, (hereinafter called the Grantee,) the perpetual right and easement to construct, reconstruct, repair, maintain, operate, inspect, patrol and remove a line of towers or poles for the transmission and supply of electric current, with wires and cables upon and from the same and all necessary foundations, anchors, guys, braces, fittings, equipment and apurtenances including a buried ground wire, and such culverts, bridges, and ways of access as may be reasonably necessary for the convienent construction, reconstruction, repair, maintenance, operation, inspection, patrolling and removal of said line over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

The North 56 feet of the West Half (W½) of the Southeast Quarter (SE¼) of Section 28, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa.

This easement is limited to overhang only for one 345,000 volt (maximum 400,000 volt) electric transmission line. No structures will be located on the above described easement strip.

The Grantor(s) warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has full right and authority to validly grant this easement, and that Grantee may quietly enjoy the premises.

Grantee is given the right to trim, cut and clear away any trees, limbs and brush, whether located on the above described easement property or adjacent to and overhanging the same, and the right to remove from the above described easement property any obstruction, including buildings, inflammable materials, brush, structures of any kind or other obstructions wherever in its judgment such will interfere with or endanger the construction, operation or maintenance of said line, and to renew, replace, and to otherwise change the lines and any part thereof and all appurtenances thereto and the location thereof within the easement property; and to pass along the easement property to and from adjoining lands and to have reasonable access to said property from Grantor's adjoining lands. The Grantee may erect and use gates in all fences which cross or which shall hereafter cross the route of said line.

In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, operation, maintenance, inspection, patrolling or removal of said line. Grantor(s) covenants that no act will be permitted within the easement property which is inconsistent with the rights hereby granted; that no building or structures will be erected upon said property and that the present grade or ground level thereof will not be changed by excavation or filling.

Grantee, its contractor or agents, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement but the easement shall not otherwise be operative nor shall construction begin until a franchise for the line is issued by the Iowa State Commerce Commission and until the full consideration is paid as hereinafter provided.

The Grantor(s) acknowledges payment of $ _____ hereunder and it is agreed that if the additional sum of $ _____ is paid the undersigned Grantor(s) within one year from the date hereof, or the release of this easement from any liens or encumbrances of record, whichever date is later, this agreement shall become binding upon all parties hereto but shall terminate upon the permanent removal or abandonment of all lines and appurtenances of Grantee upon the easement property. If the additional amount of consideration is not paid within the time stated above, then the initial payment shall be forfeited to the Grantor(s) and both parties shall be released from all further obligation hereunder. The parties hereto agree that all payment made by virtue of this agreement shall be paid to _____ of _____ as agent for the Grantor(s).

This agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Dated this _____ day of _____, 19 _____.

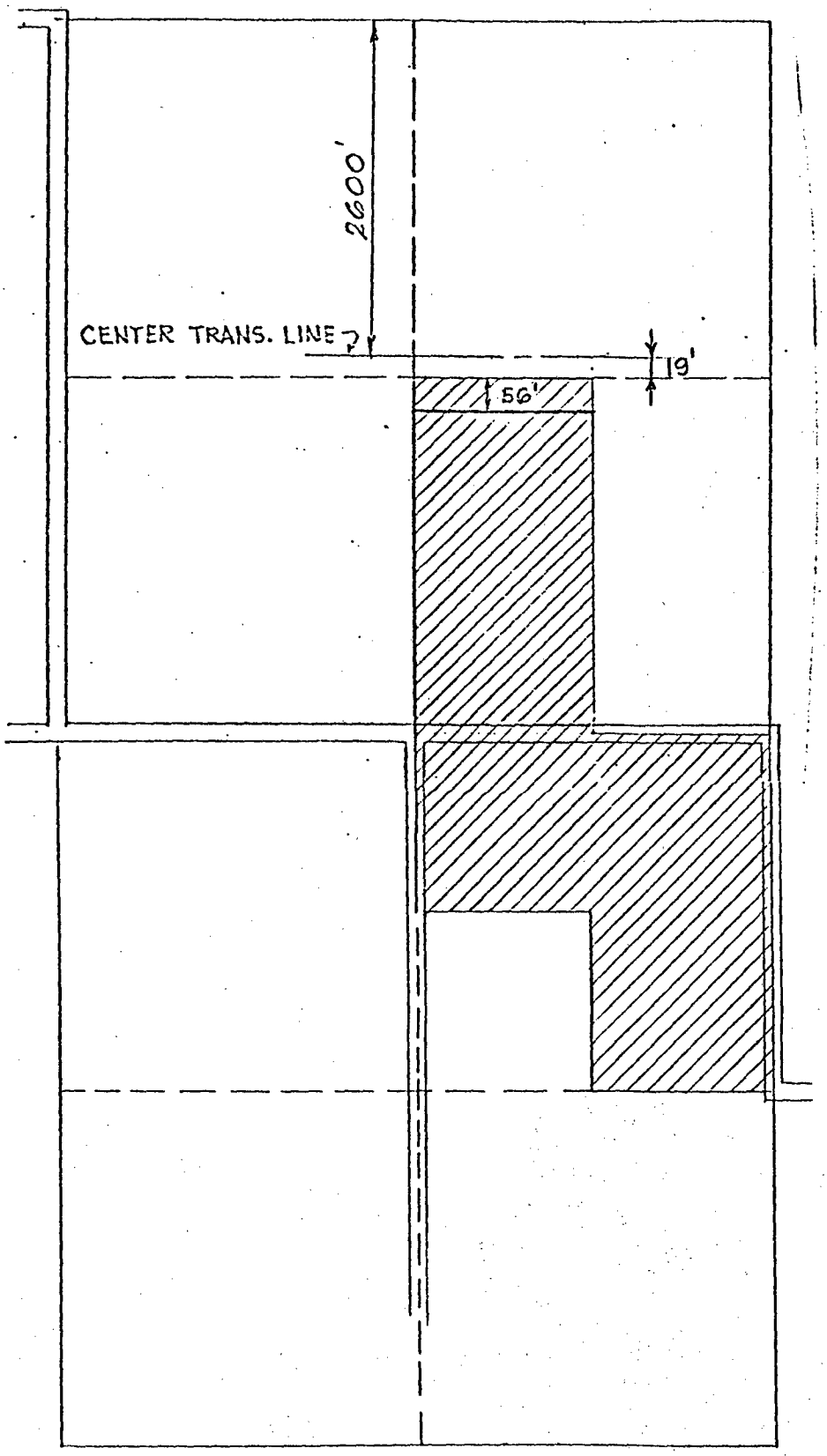
_____ _____

_____ _____

_____ _____

_____ _____

261



Section 28
Township 74N
Range 28W

Section 33
Township 74N
Range 28W

Sections 28 & 33, Township 74N, Range 28W

IOWA POWER AND LIGHT COMPANY
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT MADISON COUNTY	
DWN. BY J.H.C. 4-21-76			
CHECKED			PARCEL NO. 61-29
APP'D			

18

IN THE IOWA DISTRICT COURT FOR MADISON COUNTY

IOWA POWER AND LIGHT COMPANY, Plaintiff, vs. ROY H. MAASS, JUDITH L. MAASS, UNITED STATES OF AMERICA FARMERS HOME ADMINISTRATION, MADISON COUNTY, IOWA, and REX ROUSE, Sheriff of Madison County, Iowa, Defendants.	)	LAW NO. 21766 ORIGINAL NOTICE

FILED
MAR 20 1979
4:45 PM

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that there is now on file in the Office of the Clerk of the above-named Court, a Petition in the above-entitled action, a copy of which Petition is attached hereto. The plaintiff's attorney is Gordon K. Darling, whose address is 53 Jefferson Street, Winterset, Iowa 50273.

You are further notified that unless you appear thereto and defend in the Iowa District Court for Madison County at the County Courthouse in Winterset, Iowa within twenty (20) days after the service of this Original Notice upon you, judgment by default will be rendered against you for the relief demanded in the Petition.

SEAL OF COURT MADISON COUNTY IOWA

Margaret Wheeler

Margaret Wheeler,
Clerk of the Above Court
Madison County Courthouse
Winterset, Iowa 50273

NOTE:

Persons named as defendants are told to "appear thereto and defend." These words are not always understood. The required appearance may be made either by the defendant or by defendant's attorney. IT IS NECESSARY TO SERVE AND FILE A SPECIAL APPEARANCE, MOTION OR PLEADING TO PREVENT A DEFAULT (RULE 87). The attorney who is expected to appear for the defendant should be promptly advised by the defendant of the service of this Original Notice.

2

ACCEPTANCE OF SERVICE

Service of the foregoing Notice of Appeal, Original Notice and Petition is hereby acknowledged, and receipt of a copy acknowledged this 20th day of March, 1979 at Winterset, Iowa.

Rex Rouse

Rex Rouse, Sheriff
Sheriff of Madison County, Iowa

By _____

ACCEPTANCE OF SERVICE

Service of the foregoing Notice of Appeal, Original Notice and Petition is hereby acknowledged, and receipt of a copy acknowledged this 20 day of MARCH, 1979 at Winterset, Iowa.

MADISON COUNTY, IOWA

By Phillip Cushman

20

IN THE IOWA DISTRICT COURT FOR MADISON COUNTY

FILED
1979 MAR 20 PM 3:53
MARGARET WHEELER
CLERK OF DISTRICT COURT
MADISON COUNTY, IOWA

IOWA POWER AND LIGHT COMPANY, Plaintiff, vs. ROY H. MAASS, JUDITH L. MAASS, UNITED STATES OF AMERICA FARMERS HOME ADMINISTRATION, MADISON COUNTY, IOWA, and REX ROUSE, Sheriff of Madison County, Iowa, Defendants.	LAW NO. 21766 NOTICE OF APPEAL

COMES NOW Iowa Power and Light Company, plaintiff condemnor, and pursuant to Chapter 472, Code of Iowa (1977), hereby appeals to the District Court from the award of the Compensation Commission entered herein on March 9, 1979.

B. A. Webster

B. A. Webster
GAMBLE, RIEPE, BURT, WEBSTER & DAVIS
2600 Ruan Center
Des Moines, Iowa 50309
Telephone: (515) 243-6251

Gordon K. Darling

Gordon K. Darling
DARLING & CHICKERING
53 Jefferson Street
Winterset, Iowa 50273
Telephone: (515) 462-2442

Keith D. Hartje
IOWA POWER AND LIGHT COMPANY
666 Grand Avenue
P. O. Box 657
Des Moines, Iowa 50303
Telephone: (515) 281-2331

ATTORNEYS FOR IOWA POWER AND LIGHT COMPANY, Plaintiff-Condemnor

2

IN THE IOWA DISTRICT COURT FOR MADISON COUNTY

FILED
1979 MAR 20 PM 3:53
MARGARET WHEELER
CLERK OF DISTRICT COURT
MADISON COUNTY, IOWA

IOWA POWER AND LIGHT COMPANY, Plaintiff, vs. ROY H. MAASS, JUDITH L. MAASS, UNITED STATES OF AMERICA FARMERS HOME ADMINISTRATION, MADISON COUNTY, IOWA, and REX ROUSE, Sheriff of Madison County, Iowa, Defendants.	LAW NO. 21766 PETITION ON APPEAL FROM COMPENSATION COMMISSION AWARD

COMES NOW Iowa Power and Light Company and, for its Petition on Appeal, pursuant to Chapter 472, Code of Iowa (1977) states:

1. Plaintiff, Iowa Power and Light Company, has been granted a Franchise by the Iowa State Commerce Commission, pursuant to Chapter 478, Code of Iowa (1977) for construction and maintenance of a 345-K.V. electric transmission line through Madison County, Iowa together with the right of eminent domain.

2. Said line passes across lands owned by defendants or in which they have an interest described in Exhibit A hereto attached and incorporated herein by reference.

3. The easement acquired by plaintiff is set forth in Exhibit B and shown in the plat attached, incorporated herein by reference.

4. Said easement on defendants' property is 56 feet in width, 1320 feet in length, contains 1.7 acres and no structures. It is solely for the purposes of said line and defendants retain full ownership and use of said land for all purposes not inconsistent with plaintiff's easement.

5. That on March 9, 1979 said easement was condemned by plaintiff by eminent domain proceedings. That the award returned by the Compensation Commission was excessive and unreasonable. That the difference between the fair and reasonable market value of

22

the property before and after the condemnation of the easement did not exceed $ 1,200.00 .

6. That pursuant to law all construction damage, crop damage or damage to personal property now or hereafter incurred will be paid in addition to the payment for said easement.

WHEREFORE, plaintiff prays that damages to said property be determined in accordance with law.

B. A. Webster

B. A. Webster
GAMBLE, RIEPE, BURT, WEBSTER & FLETCHER
2600 Ruan Center
Des Moines, Iowa 50309
Telephone (515) 243-6251

Gordon K. Darling

Gordon K. Darling
DARLING & CHICKERING
53 Jefferson Street
Winterset, Iowa 50273
Telephone (515) 462-2442

Keith D. Hartje
IOWA POWER AND LIGHT COMPANY
666 Grand Avenue
P. O. Box 657
Des Moines, Iowa 50303
Telephone (515) 281-2331

ATTORNEYS FOR IOWA POWER AND LIGHT COMPANY, Plaintiff-Condemnor

24

23

OFFICERS RETURN OF SERVICE

STATE OF IOWA, MADISON County, ss.

The attached notice with copy of Petition attached received this 20th day of March, 19 79, and I certify that I served the same on the defendants named below by delivering a copy thereof to each of said defendants personally at the time and place set opposite their respective name.

Name of Defendants	Month	Day	Year	Township	County	State
Judith L. Maass	March	21	1979	Monroe	Madison	Iowa
Rex Rouse,	March	21	1979	Center	Madison	Iowa
Sheriff of Madison County, Iowa						

Rex Rouse Sheriff

Madison County, Iowa

By _____, Deputy Sheriff

RETURN OF ORIGINAL NOTICE

STATE OF IOWA, MADISON County, ss.

The within notice came into my hands on the 20th day of March 19 79, and on the 21st day of March, 19 79, I served the same on Roy H. Maass _____, by leaving a true copy thereof at the house of Roy H. Maass, situated in the Township of Monroe, Madison County, Iowa, the same being the usual place of residence of said defendent with Judith L. Maass, a member of said defendant's family, with whom he resides, and over 18 years of age, the said defendant not being found within the County.

FEES

Service, $ 5.00

Copies, $ _____

Mileage, $ _____

Total, $ _____

Rex Rouse

Sherriff of Madison County

By _____, Deputy

24

BEFORE THE SHERIFF OF MADISON COUNTY, IOWA

FILED
1979 MAR 21 AM 11:15
MARGARET WHEELER
CLERK OF DISTRICT COURT
MADISON COUNTY, IOWA

IN THE MATTER OF THE APPLICATION OF IOWA POWER AND LIGHT COMPANY FOR CONDEMNATION OF RIGHT OF WAY FOR TRANSMISSION LINE IN MADISON COUNTY, IOWA	* * * * * * * *	NO. 21766 REPORT OF COMPENSATION COMMISSION

TO: Roy H. Maass, Judith L. Maass, Gail Mc Kinney, Gail Mc Kinney II

We, the undersigned, being the duly appointed and qualified Commissioners appointed to inspect the agricultural land described in Iowa Power and Light Company's Application herein, and to assess the damages sustained by the respective owners, lien holders, encumbrancers, and other persons interested in the premises affected by the appropriation or condemnation of the real estate described in said Application for the construction, operation and maintenance of a 345,000 volt electric transmission line to be located on a strip of land as specifically described in said Application, do hereby make report as follows:

That we proceeeded to view the respective premises at the time fixed in the Notices to the persons interested in the parcel numbers hereinafter mentioned, which parcel numbers in this report correspond with the parcel numbers in the said Application, and do hereby assess the damages sustained by the respective persons interested in said lands as follows, all of which is respectfully submitted:

PARCEL NO. 61-29

OWNERS: Roy H. Maass and Judith L. Maass
RR 2
Lorimor, Iowa 50149

TENANT: ~~Robert Weeks and Janice Weeks~~
~~Lorimor, Iowa 50149~~
Gail Mc Kinney
Gail Mc Kinney II

AWARD: $ 2690.00, for damages, including consequential damages, to owners.

AWARD: $ 100.00, to tenants.

ATTORNEY FEES AND COSTS: $ 350.00

IND. V
REC. V
PAGE V

MAR 1 0 19?9

I hereby certify this to be a true and correct copy of the original instrument on file in my office.
Rex Rouse
REX ROUSE, SHERIFF
MADISON COUNTY, IOWA

FILED NO. 1194
BOOK 113 PAGE 754
1983 FEB 22 AM 9:00
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $9.00

Rd 4-9-79

BK 119

269

PARCEL NO. 61-29

DESCRIPTION OF PROPERTY TO BE AFFECTED

The Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) and the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 28; the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), and the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section 33; Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa

DESCRIPTION OF SPECIFIC PROPERTY SOUGHT TO BE CONDEMNED

The North 56 feet of the West Half (W½) of the Southeast Quarter (SE¼) of Section 28, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa.

This easement is limited to overhang only for one 345,000 volt (maximum 400,000 volt) electric transmission line. No structures will be located on the above described easement strip.

NAMES OF ALL RECORD OWNERS AND PARTIES IN POSSESSION

OWNER: Roy H. Maass and Judith L. Maass
RR 2
Lorimor, Iowa 50149

TENANT: Robert Weeks and Janice Weeks
Lorimor, Iowa 50149

HOLDERS OF LIENS OR ENCUMBRANCES

LIEN HOLDER:

Madison County

MORTGAGE HOLDER:

United States of America
Farmers Home Administration
1208 E. 2nd Avenue
Indianola, Iowa 50125

(A Plat showing the location of the property to be affected and the location of the specific property sought to be condemned is attached hereto, marked Parcel 61-29 and by this reference made a part hereof.)

EXHIBIT A

26

IN THE DISTRICT COURT IN AND FOR MADISON COUNTY

IOWA POWER & LIGHT COMPANY

#21766

vs.

ROY H. MAASS and
JUDITH L. MAASS

This is to certify that on March 22, 1979, I received $2690.00 from the Sheriff of Madison County. This check was receipted for by Jerrold Oliver, Attorney for Roy and Judith Maass, and I gave this check to him.

SEAL OF THE DISTRICT COURT MADISON COUNTY IOWA

Margaret Wheeler
Clerk of District Court
Madison County, Iowa

[redacted]

27

272

FILED

IN THE IOWA DISTRICT COURT FOR MADISON COUNTY 1984 FEB 22 AM 9:19

CLERK OF
MADISON

IOWA POWER AND LIGHT COMPANY,)

Plaintiff,)

vs.) No. 21766 and 21767

ROY MAASS, et al)

Defendants.)

STIPULATION FOR DISMISSAL

It is hereby stipulated that the above case may be dismissed with prejudice at Defendants' cost, the same having been fully settled out of court.

Dated this 12th day of January, 1984.

B. A. Webster

GAMBLE, RIEPE, WEBSTER, DAVIS & GREEN
(formerly Gamble, Riepe, Burt, Webster & Davis)

2600 Ruan Center
Des Moines, Iowa 50309
Telephone: (515) 243-6251

Attorneys for Iowa Power and Light Company

PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing instrument was served by United States Mail on each of the attorneys of record listed below in the above-entitled cause on the 21st day of February, 19 84

Jerrold B. Oliver
Farmers & Merchants State
Bank Bldg., POB 230
Winterset, Iowa 50273

Gordon K. Darling
53 Jefferson Street
Winterset, Iowa 50273

WEBSTER, JORDAN, OLIVER & WALTERS

By Jerrold B. Oliver

Jerrold B. Oliver
Farmers & Merchants State Bank Bldg. - POB 230
Winterset, IA 50273
Telephone: 515/462-3731

ATTORNEYS FOR DEFENDANTS, ROY H. MAASS and JUDITH L. MAASS

28

OFFICE OF

MADISON COUNTY

CLERK OF DISTRICT COURT

WINTERSET, IOWA 50273

February 22, 1984

This is to certify that all court costs have been paid in cause #21766, IOWA POWER & LIGHT CO. vs. ROY H. MAAS and JUDITH MAAS.

Margaret Wheeler

Clerk of District Court
MADISON COUNTY, IOWA

