BEFORE THE CHIEF JUDGE OF THE FIFTH JUDICIAL DISTRICT

OF THE STATE OF 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. 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.

Note: Franchise recorded Deed Rec 113-41

FILED NO. 1973
BOOK 112 PAGE 533
1979 APR 13 PM 12:12
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee $8.00

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.

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:

PARCEL NO. 61-92

DESCRIPTION OF PROPERTY TO BE AFFECTED

The Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 1, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa.

DESCRIPTION OF SPECIFIC PROPERTY SOUGHT TO BE CONDEMNED

The East 56 feet of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 1, Township 75 North, Range 27 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

OWNERS: Frances Mary Bradley
Box 108, 216 W. Filmore
Winterset, Iowa 50273

Albert E. Bradley
c/o Frances Mary Bradley
Box 108, 216 W. Filmore
Winterset, Iowa 50273

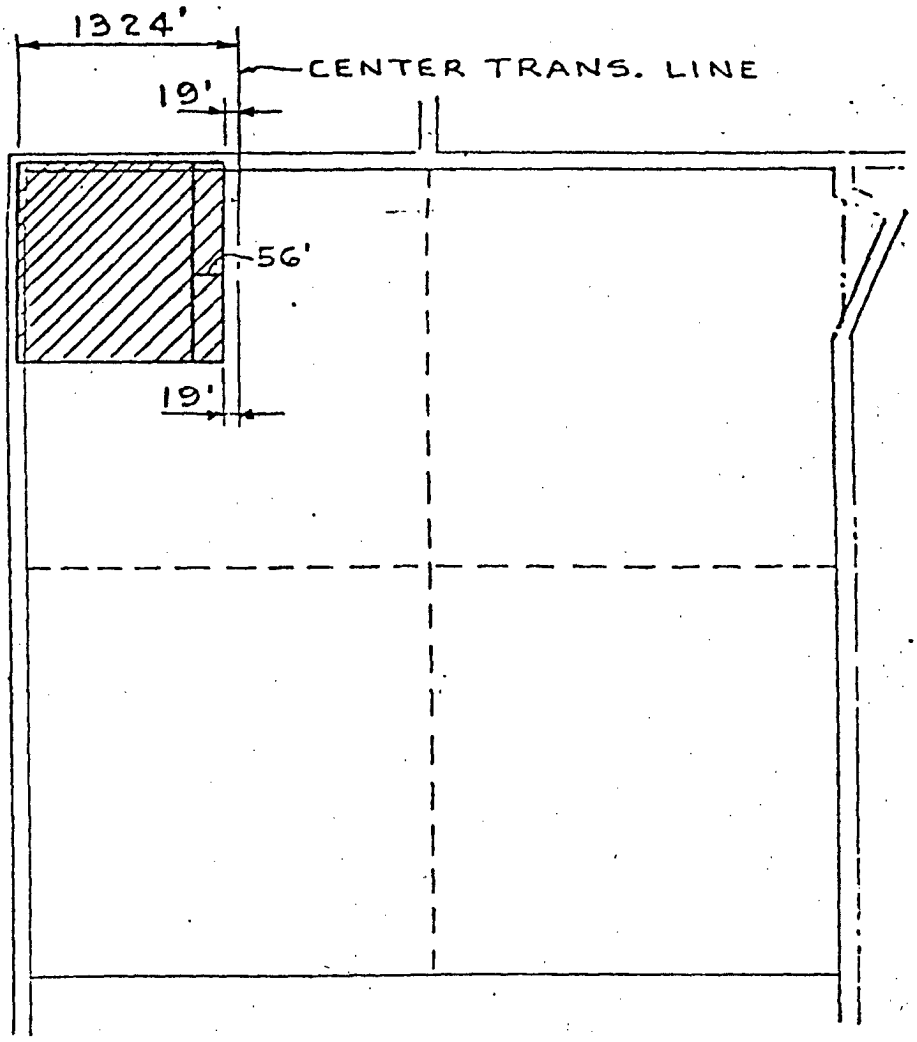
TENANTS: Lew Wildin
Patterson, Iowa 50318

George Bindel and Ruth Bindel
R 2
Winterset, Iowa 50273

HOLDERS OF LIENS OR ENCUMBRANCES

LIEN HOLDER: Madison County

(A Plat showing the location of the property to be affected and the location of the specific property sought to be condemned is attached herereto, marked Parcel 61-92 and by this reference made a part hereof.)



Section 1, Township 75N, Range 27W

IOWA POWER AND LIGHT COMPANY
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT MADISON COUNTY	
DWN. BY G.L. 4-22-76			
CHECKED			PARCEL NO. 61-92
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.

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

RECEIVED
MADISON COUNTY SHERIFF
WINTERSET, IOWA

FEB 20 19

537

PARCEL 61-92

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. _____ NOTICE OF HEARING BEFORE COMMISSIONERS

TO:

OWNERS: Frances Mary Bradley 21
Box 108, 216 W. Filmore
Winterset, Iowa 50273

Albert E. Bradley 21
c/o Frances Mary Bradley
Box 108, 216 W. Filmore
Winterset, Iowa 50273

TENANTS: Lew Wildin 21
Patterson, Iowa 50318

George Bindel and Ruth Bindel 21 22
R 2
Winterset, Iowa 50273

HOLDERS OF LIENS OR ENCUMBRANCES

LIEN HOLDER: Madison County 21

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.

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 8 1978, at 11:45 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. 61-92

EXHIBIT "A"

DESCRIPTION OF PROPERTY TO BE AFFECTED

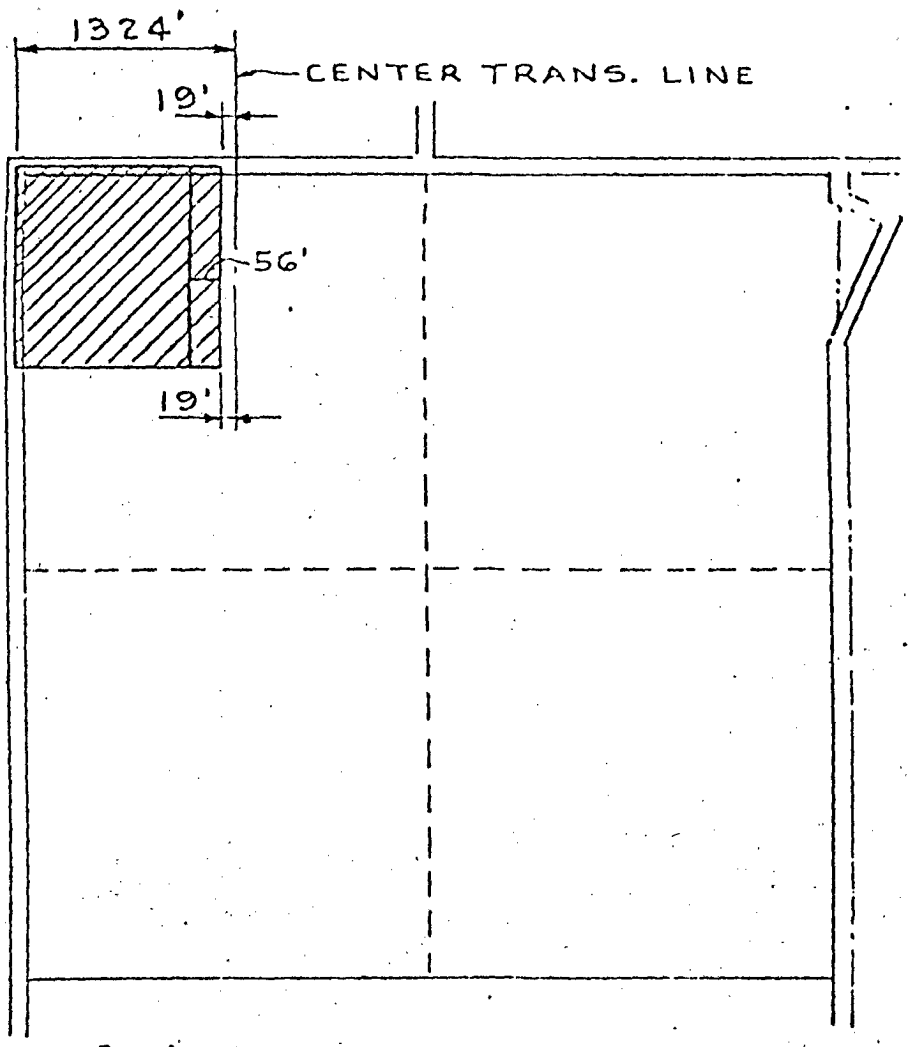
The Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 1, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa.

EXHIBIT B

DESCRIPTION OF SPECIFIC PROPERTY SOUGHT TO BE CONDEMNED

The East 56 feet of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 1, Township 75 North, Range 27 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.



Section 1, Township 75N, Range 27W

IOWA POWER AND LIGHT COMPANY
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT MADISON COUNTY
DWN. BY G.L. 4-22-76		
CHECKED		PARCEL NO. 61-01
APP'D		

544

542

BBB

RETURN OF SERVICE — GOVERNMENTAL BODY

STATE OF IOWA, Madison County, ss.

The within Madison came into my hands on the 20th day of February, 19 79 and on the 21st day of February, 19 79, I served the same upon the Madison County by offering to read the same to George Abrahams, he being the Auditor of Madison County, Iowa of said Governmental Body, which he waived, and by giving him a true copy thereof, all done in Center Township, Madison County, Iowa.

FEES

Service - - - $_____

Copies - - - $_____

Mileage - - - $_____

Total - - - $_____

Rex Rouse

of Madison County

By _____ Deputy.

BOONE BLANK BOOK CO., BOONE, IOWA 1081-72

BBB

OFFICERS RETURN OF SERVICE

STATE OF IOWA, Madison County, ss.

The attached notice with copy of Petition attached received this 20th day of February, 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
Frances Mary Bradley	February	21st	1979	Center	Madison	Iowa
Albert E. Bradley	February	21st	1979	Center	Madison	Iowa
Lew Wildin	February	21st	1979	crawford	Madison	Iowa
George Bindel	February	22nd	1979	South	Madison	Iowa
Ruth Bindel	February	22nd	1979	South	Madison	Iowa

Rex Rouse Sheriff

Madison County, Iowa

By _____, Deputy Sheriff

FEES

Service $8.00

Copies $_____

Notary $_____

Mileage $_____

Total $_____

BBB

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

SELECTION AND APPOINTMENT OF COMPENSATION COMMISSIONERS BY THE CHIEF JUDGE OF THE FIFTH JUDICIAL DISTRICT

An Application for Condemnation having been filed with me by the Iowa Power and Light Company for the selection and appointment, by lot, of six suitable persons as the law provides to act as a compensation commission to assess and appraise the damages sustained by reason of the condemnation of certain specified rights in certain land described by Applicant, in its application filed in the above entitled matter, I hereby designate, select, and appoint as the members of said compensation commission required in this matter the following persons:

NAME	ADDRESS	QUALIFICATION
Ole Olson	Winterset	Licensed Real Estate Salesman or Broker
William Hunter	Earlham	
Jack Foster	Winterset	Knowledgeable of Property Values by Virtue of Occupation
Gail Leeper	Winterset	
Irvin Martens	Winterset - Alternate	
Darrell Daggett	Earlham	Agricultural
Raymond Clark	Booneville	

I further designate, select and appoint the above named Ole Olson to act as Chairman of said commission.

TO THE SHERIFF OF MADISON COUNTY, IOWA: Attached hereto please find a duplicate of the Application for Condemnation in the above matter.

Dated at Des Moines, Iowa, this 26 day of February, 1979.

Gibson O. Kelleday

Chief Judge of the 5th Judicial District, including Madison County

Filed in my office at Winterset, Iowa this 26 day of Feb, 1979.

Roy Rouse

Sheriff of Madison County, Iowa

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND BY THE IOWA POWER AND LIGHT COMPANY FOR RIGHT OF WAY FOR TRANSMISSION LINE LOCATED IN MADISON COUNTY, IOWA

OATH OF COMMISSIONERS

STATE OF IOWA)
) SS
MADISON County)

Each of the undersigned being duly sworn says:

That I do possess the qualifications listed under my name below, and

That I do not possess any interest in the proceeding which would cause me to render a biased decision and

That I will, to the best of my ability, faithfully and impartially assess the damages which owners, lienholders, encumbrancers and other persons interested in the land from which certain rights are sought to be appropriated by these proceedings will sustain by reason of the appropriation of the rights as set forth and described in the Application in the Office of the Sheriff for Condemnation of Transmission Line Right of Way and make a written report to the Sheriff as authorized and prescribed in Chapters 471, 472 and 489, Code of Iowa, and any amendments thereto, and will well and truly perform any and all other duties imposed upon me by law as a member of the compensation commission selected and appointed to assess said damages.

Truvell D. Olsen
NAME:
Licensed Real Estate Salesman or Broker

William H. Smith
NAME:
Licensed Real Estate Salesman or Broker

John Foster
NAME:
Knowledgeable of Property Values by Virtue of Occupation

Gail L. Jergson
NAME:
Knowledgeable of Property Values by Virtue of Occupation

Darrell Doggett
NAME:
Agricultural

Raymond Clark
NAME:
Agricultural

Subscribed and sworn to before me this 7th day of March, 1979.

Ila L. Silverthorn, Deputy
~~(Notary Public)~~
(Clerk of Court) in and for said County and State

Filed in my office at Winterset, Iowa, this 7th day of March, 1979.

Rex Rouse
Rex Rouse
Sheriff of Madison County, Iowa

61-92

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:

Frances Mary Bradley
Box 108, 216 W. Filmore
Winterset, Iowa 50273

Albert E. Bradley
c/o Frances Mary Bradley
Box 108
216 W. Filmore
Winterset, Iowa 50273

Lew Wildin
Patterson, Iowa 50318

George Bindel and Ruth Bindel
R 2
Winterset, Iowa 50273

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 POLK COUNTY IOWA
LLOYD C. McLAUGHLIN
MY COMMISSION EXPIRES
September 30, 1979

Lloyd C. McLaughlin
Notary Public in and for IOWA

545

546

IOWA POWER
823 Walnut Street
Des Moines, Iowa 50303

FINAL OFFER TO ACQUIRE EASEMENT

February 23, 1979

Frances Mary Bradley
Box 108, 216 W. Filmore
Winterset, Iowa 50273

Albert E. Bradley
c/o Frances Mary Bradley
Box 108
216 W. Filmore
Winterset, Iowa 50273

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 $ 1,428.00 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 61-92

Parcel No. 61-92

Job No. _____

Draft No. _____

EXHIBIT "A"

County Madison

Township 75 North

Range 27 West of the 5th P.M.

Section 1

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, Frances Mary Bradley

Albert E. Bradley

and the undersigned Tenant, Lew Wildin

(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 East 56 feet of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 1, Township 75 North, Range 27 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.

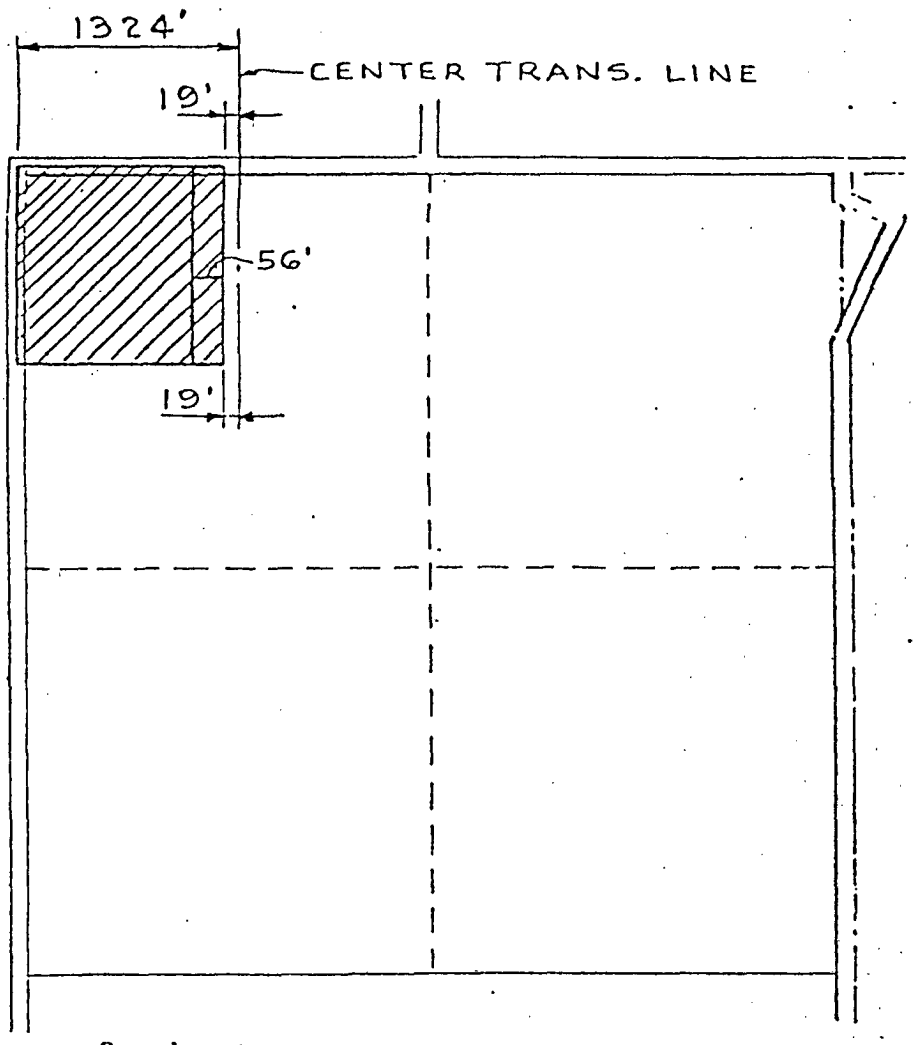
Dated this _____ day of _____, 19 _____.

_____ _____

_____ _____

_____ _____

_____ _____



Section 1, Township 75N, Range 27W

IOWA POWER AND LIGHT COMPANY
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT MADISON COUNTY	
DWN. BY G.L. 4-22-76			
CHECKED			PARCEL NO. 61-92
APP'D			

IOWA POWER
823 Walnut Street
Des Moines, Iowa 50303

FINAL OFFER TO TENANT TO ACQUIRE EASEMENT

February 23, 1979

Lew Wildin
Patterson, Iowa 50318

George Bindel and Ruth Bindel
R 2
Winterset, Iowa 50273

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

Parcel 61-92

Enclosure

jg

Parcel No. 61-92

Job No. _____

Draft No. _____

EXHIBIT "A"

TRANSMISSION LINE EASEMENT

County Madison

Township 75 North

Range 27 West of the 5th P.M.

Section 1

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, Frances Mary Bradley

Albert E. Bradley

and the undersigned Tenant, Lew Wildin

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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.

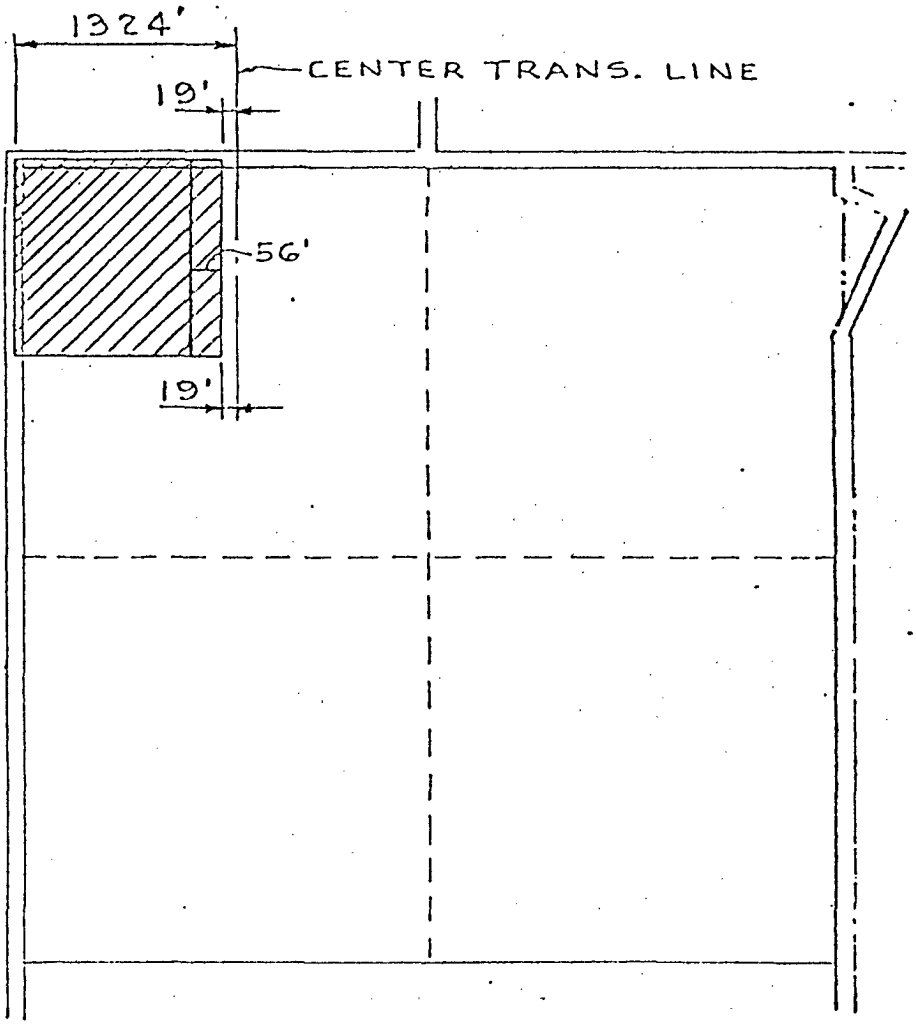
Dated this _____ day of _____, 19 _____.

_____ _____

_____ _____

_____ _____

_____ _____



Section 1, Township 75N, Range 27W

IOWA POWER AND LIGHT COMPANY
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT MADISON COUNTY
DWN. BY G.L. 4-22-76		
CHECKED		PARCEL NO. 61-92 55
APP'D		

552

BEFORE THE CHIEF JUDGE OF THE FIFTH JUDICIAL DISTRICT

OF THE STATE OF IOWA

AND THE

SHERIFF OF MADISON COUNTY, IOWA

407

MAR 13 1979

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. _____

AMENDMENT TO APPLICATION FOR CONDEMNATION AND APPOINTMENT OF COMMISSION TO APPRAISE DAMAGES

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

The Sheriff of Madison County, Iowa

The Applicant, Iowa Power and Light Company, hereby amends its Application for Appointment of a Commission to appraise damages to real estate heretofore filed and in connection therewith Applicant states:

1. That on or about March 9, 1979 the Hon. M. J. V. Hayden, Judge of the Fifth Judicial District of the State of Iowa, filed a Ruling on Plaintiffs' Motion to Enlarge Findings of Fact and Conclusions of law in the matter of William H. Anstey, et al., Plaintiffs, vs. Iowa Commerce Commission, Defendant; Iowa Power and Light Company, et al., Intervenors on Behalf of Defendant; Henry C. Brandt, et al., Intervenors on Behalf of Plaintiffs, Equity No. CE 8-4686 in the Iowa District Court for Polk County; which Ruling modified to some extent the Iowa State Commerce Commission's Order granting the Applicant, Iowa Power and Light Company, the right of eminent domain and limiting such eminent domain in scope of duration as provided for in the applicable portions of §§ 478.19, 478.13 and 478.15 (Code of Iowa 1977).

2. That attached hereto and by this reference made a part hereof is a copy of the Ruling of Judge Hayden modifying the Order of the Commerce Commission attached to the Applicant's original Application filed herein.

B. A. Webster

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

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

Gordon K. Darling
Darling & Chickering
53 Jefferson St.
Winterset, Iowa 50273

Attorneys for Applicant,
Iowa Power and Light Company

SHERIFF'S and CLERK'S NOTATION: FOR COMPLETE TEXT OF THE ORDER OF COURT REFERRED TO IN THE ABOVE AMENDMENT TO APPLICATION FOR CONDEM_ NATION, SEE DOCKET # 21763, MADISON COUNTY, IOWA DISTRICT COURT.

554

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. MAR 13 1979 REPORT OF COMPENSATION COMMISSION

TO: Frances Mary Bradley, Albert E. Bradley and Lew Tirlolin

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. 61-92

OWNERS: Frances Mary Bradley
Box 108, 216 West Filmore
Winterset, Iowa 50273

Albert E. Bradley
c/o Frances Mary Bradley
Box 108, 216 W. Filmore
Winterset, Iowa 50273

TENANTS: Lew Wildin
Patterson, Iowa 50318

~~George Bindel and Ruth Bindel~~
~~Route 2~~
~~Winterset, Iowa 50273~~

AWARD: $ 3975.00, for damages, including consequential damages, to owners.

AWARD: $ 50.00, to tenants.

ATTORNEY FEES AND COSTS: $ 225.00

Dated March 12, 19 79.

John Foster

Ethel L Rogers

William Smith

Raymond Clark

[illegible]

Lowell L Olson Chairman

I, the undersigned, Sheriff of Madison County, Iowa hereby endorse and certify to the attached Report of Compensation Commission; that I have mailed by ordinary mail on 3-13, 1979, a copy of said Report of Compensation Commission together with a Notice of Appraisement of Damages and Time for Appeal to each of the persons designated thereon.

Rep Ponse

Sheriff of Madison
County, Iowa

PARCEL 61-92

BEOFRE 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. NOTICE OF APPRAISEMENT OF DAMAGES AND TIME FOR APPEAL

TO: Frances Mary Bradley, Albert E. Bradley and Lew Tirolin

OWNERS: Frances Mary Bradley
Box 108, 216 West Filmore
Winterset, Iowa 50273

Albert E. Bradley
c/o Frances Mary Bradley
Box 108, 216 W. Filmore
Winterset, Iowa 50273

TENANTS: Lew Wildin
Patterson, Iowa 50318

~~George Bindel and Ruth Bindel~~
~~Route 2~~
~~Winterset, Iowa 50273~~

You and each of you are hereby notified that the duly appointed and qualified commissioners assessed and appraised the damages sustained by you by reason of the condemnation as set out upon the attached report of Compensation Commission, and that pursuant to Section 472.18 of the Code of Iowa, as amended by House File 215, Acts of the 64th General Assembly, you may within thirty (30) days from the date of mailing of this Notice, appeal to the District Court as by law provided.

Rep Reinse

Sheriff of MADISON
County, Iowa

Date Mailed: 3-13-79

Parcel # 61-92

Check # 04144 in the amount of $3975.00

Accepted and receipted for on April 1 1979.

By Albert E. Bradley

Parcel # 61-92

Check # 04144 in the amount of $ 3975.00

Accepted and receipted for on april 2, 1979.

By Frances Mary Bradley

Parcel # 61-92

Check # 04143 in the amount of $50.00

Accepted and receipted for on April 11 1979.

By Lew Wildin
By Lorraine Wildin

Parcel #_____

Check #_____ in the amount of $_____

Accepted and receipted for on, April ,1979.

By Gary G. Kimes
Gary G. Kimes

61-22, 26	04345	$500.00
61-54	04351	900.00
61-89	04349	500.00
61-92	04347	225.00

MADISON COUNTY SHERIFF'S CERTIFICATION OF COSTS

I further certify that costs incident to this proceeding, Iowa Power and Light Co. condemnations held March 7, 8, 9 and 12, 1979 have been taxed as follows:

	Fee	Postage	Mileage	Total
SHERIFF FEES:				
Sheriff serving notices	185.00		47.70	$232.70
Summoning Commissioners		1.20	3.60	4.80
Sheriff attending Commissioners	120.00		26.70	146.70
Mail Award Notices		6.75		6.75
Copy fees	10.00			10.00
	$315.00	7.95	$78.00	$400.95

COMMISSIONERS EXPENSES:		
Lowell Olson, Chairman 4 days service, mileage and meals		214.62
Gail Leeper 4 days service, mileage and meals		216.58
William Hunter 4 days service, mileage and meals		243.10
Raymond Clark 4 days service, mileage and meals		251.50
Darrell Daggett 4 days service, mileage and meals		235.90
John Foster 4 days service, mileage and meals		216.50
	TOTAL	$1,378.20

DAMAGES AWARDED:	
Arthur Knutson and Karen V. Knutson (61-19)	$14,555.00
Attorney John Casper	590.00
61-22	
Robert M. Berry and Catherine E. Berry	15,425.00
Attorney Gary Kimes	500.00
61-26	
Robert M. Berry and Catherine E. Berry	7,388.00
61-29	
Roy H. Maass and Judith L. Maass	2,690.00
Tenants - Gail McKinney and Gail McKinney II	100.00
Attorney Gerald Olliter	350.00
61-30	
Roy H. Maass and Judith L. Maass	11,135.00
Tenants - Gail McKinney and Gail McKinney II	100.00
61-33	
Floyd Dudney and Janet Siddens Dudney; shirlee Ann Siddens David Vernon Siddens and Don Carl Siddens	12,575.00
Attorney - John Casper	510.00
61-41	
Benjamin F. Kirk and Virginia C. Kirk	15,497.00
Attorney - Larry VanWerden	500.00
61-43	
Benjamin F. Kirk and Virginia C. Kirk	5,639.00
61-54	
Russel D. Richards and Joan C. Richards	65,386.00
Attorney - Gary Kimes	900.00
61-78	
Richard G. Tracy	8,120.00
Attorney - Dean Nelson	500.00
61-87	
Florence E. Frey	12,972.00
Tenants - Albert H. Frey and Ruth M. Frey	200.00
61-88	
Albert H. Frey and Ruth M. Frey	8,120.00
Tenant - Rod Jones	200.00
61-89	
Carl J. Bek	16,306.00
Tenant - Nick Bek	200.00
Attorney - Gary Kimes	500.00
61-92	
Frances Mary Bradley and Albert E. Bradley	3,975.00
Tenant - Lew Wildin	50.00
Attorney - Gary Kimes	225.00

61-95	
George Kinnaird and Marjorie Kinnaird	18,480.00
Attorney - Chester Bentz	250.00
61-96	
Vernon Goodwin and Hazel Goodwin	20,853.00
Attorney - John Casper	200.00
61-97	
Harold Seward and Kathryn S. Seward	12,415.00
Attorney - John Casper	200.00
61-100	
Peter J. Cunningham and Ruth M. Cunningham	42,100.00
Tenants - Kenneth Tuttle and Patricia Tuttle	50.00
61-103	
Joan M. Hardy and Raymond J. Hardy	17,820.00
Attorney - Lewis Jordan	500.00
61-109	
John J. Kiernan and Alice E. Kiernan	30,654.00
Tenants - Gary Kiernan and Joan A. Kiernan	200.00
Attorney - John Casper	200.00
61-119	
Forrest L. Ridgway, Sandra Kay Ridgway, Yvonne Friestad, Lewis Friestad, Jr.	8,135.00
Tennants - Don Waller and Connie Waller	200.00
Attorney - Lewis Jordan	350.00
TOTAL OF AWARDS	$357,815.00

RECAPITULATION

TOTAL SHERIFF COSTS	$400.95
TOTAL COMMISSIONER EXPENSES	$1,378.20
TOTAL DAMAGES AWARDED	$357,815.00
GRAND TOTAL	$359,594.15

Note: Costs for out-of-county services of notices previously paid by IPALCO.

Certified a true statement of condemnation awards and expenses in connection with: "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" and the Original Copies thereof on this 12th day of March, 1979.

Rex Rouse

Rex Rouse, Sheriff
Madison County, Ia.

See Arthur Knutson condemnation 61-119 for referenced Exhibit "A".