IND. ✓
REC. ✓
PAGE ✓

Check No. _____ Project _____ Located in Madison County
Voucher No. _____ Parcel No. _____ Range _____ W., Twp _____ N, Sec _____

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Robert Herron and Mary E. Herron, husband and wife hereinafter sometimes referred to as Grantor, for and in consideration of One Dollar ($1.00) and other valuable considerations to be paid by IOWA SOUTHERN UTILITIES COMPANY, a corporation with offices at Centerville, Iowa, do hereby grant, bargain, sell and convey, to Iowa Southern Utilities Company, its successors and assigns, a perpetual right, right of way and easement to construct, erect, operate, maintain or remove a line or lines of poles, structures, wires and fixtures for transmitting electric power, and for associated communications facilities on, through, over or across the following described land situated in the County of Madison, State of Iowa, to-wit: The Northwest Quarter (NW¼) of Section 19, T-74N, R-29W located North of the 5th PM in Madison county.
This easement to cover a Power line to be located on the centerline of an abandoned county road, starting at a point Sixteen and one half feet West of the Southwest corner of the the SouthEast Quarter (SE¼) of the NorthWest Quarter (NW¼) of section 19, T-74N, R-29W, and running in a Northerly direction for a distance of approximately 1800 feet.

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee 6.00

Together with the right to Iowa Southern Utilities Company, its successors and assigns, to trim or remove from said land any trees, overhanging branches or other growing obstructions within 5 feet from centerline of the above mentioned line or lines, or on the property of the Grantor outside said area which now or hereafter may be a hazard to said line or lines and the right of ingress and egress to, from and over said land for doing anything necessary or useful for the enjoyment of the rights herein granted; also the privilege of removing at any time any structure or other obstruction which may interfere with the proper maintenance and operation of said line; together with all rights and privileges required for the full enjoyment of the rights herein granted. In consideration whereof, Iowa Southern Utilities Company agrees to repair or pay for any damage to crops, fences or property of the undersigned caused by the construction, maintenance or removal of said line. This agreement shall terminate upon the permanent removal or abandonment of the line or lines.

Dated this ~~16~~ 14 day of ~~November~~ May, 19~~79~~ 79.

Robert Herron
Robert Herron

Mary E. Herron
Mary E. Herron

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF Union)

On this 14 day of ~~November~~ May, A.D. 1978, before me, a Notary Public, personally appeared Robert Herron and Mary E. Herron Husband and Wife to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My Commission expires Sept. 30, 1979.

Harry S. Ketcham
Notary Public in and for said County.
Harry S. Ketcham

DEED REC. 112

AGREEMENT FOR COMPENSATION

This agreement, made this _____ day of May, 19 79, between Robert Herron and Mary E. Herron

Grantors, and IOWA SOUTHERN UTILITIES COMPANY, a Corporation with offices at Centerville, Iowa, Grantee, whereby Grantors executed on this day and delivered to the Grantee an easement to enter upon their lands located in Madison County, Iowa, and described therein, and convey the right, privilege and authority to construct, erect, operate, maintain, or remove a line of poles, structures, wires, and fixtures for transmitting electric power.

NOW, THEREFORE, it is mutually agreed that the Grantee will pay and the Grantors in said easement will accept as full consideration for the right of way granted therein, the following sum or sums for each of the various structures or items erected or located upon the property listed above of the Grantors:

A. Poles, Each

1. Located adjacent to a fence or property line or in timber, permanent pasture or land unfit for cultivation ..... $ 25.00
2. Located in cultivated land..... $ 25.00
3. For each rod of line with poles adjacent to fence line, timber, permanent pasture or land unfit for cultivation..... $ _____
4. For each rod of line in cultivated land..... $ _____

B. Anchors, Each

1. Located adjacent to a fence or property line or in timber, permanent pasture, or land unfit for cultivation..... $ 25.00
2. Anchors located in cultivated land..... $ 25.00

C. Overhang and Tree Clearing

1. For each rod (This payment does not apply where payments for poles are made)..... $ _____

D. Minimum payment per property..... $ _____

Said consideration will be paid Grantee when construction is completed. Payment to be made to Robert Herron and Mary E. Herron.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 14 day of May, 19 79.

IOWA SOUTHERN UTILITIES COMPANY

By Harry L. Bletcher
Right of Way Agent

Robert Herron
Grantors in said Easement