BEFORE THE CHIEF JUDGE OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IOWA

FILED NO. 1026
BOOK 113 PAGE 606
1983 JAN 18 AM 11:50
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee
$87.00

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. 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.

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:

PARCEL NO. 61-103

DESCRIPTION OF PROPERTY TO BE AFFECTED

The Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) and the West Half (W½) of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section 12; the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼), and the West Half (W½) of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 1; the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) and the Southeast Quarter of the Southeast Quarter (SE¼) of Section 2; all in Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa.

DESCRIPTION OF SPECIFIC PROPERTY SOUGHT TO BE CONDEMNED

A strip of land 150 feet in width across the West Half (W½) of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section 12, and the West Half (W½) of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 1, all in Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, the centerline of said strip being described as follows:

Beginning at a point approximately 2,742 feet East of the Southwest corner of the North Half (N½) of the Northwest Quarter (NW¼) of said Section 12, thence North to a point on the North property line approximately 86 feet East of the Northwest corner of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of said Section 1.

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

NAMES OF ALL RECORD OWNERS AND PARTIES IN POSSESSION

OWNER: Joan M. Hardy and Raymond J. Hardy
RR 2
Winterset, Iowa 50273

HOLDER OF LIENS OR ENCUMBRANCES

MORTGAGE HOLDER:

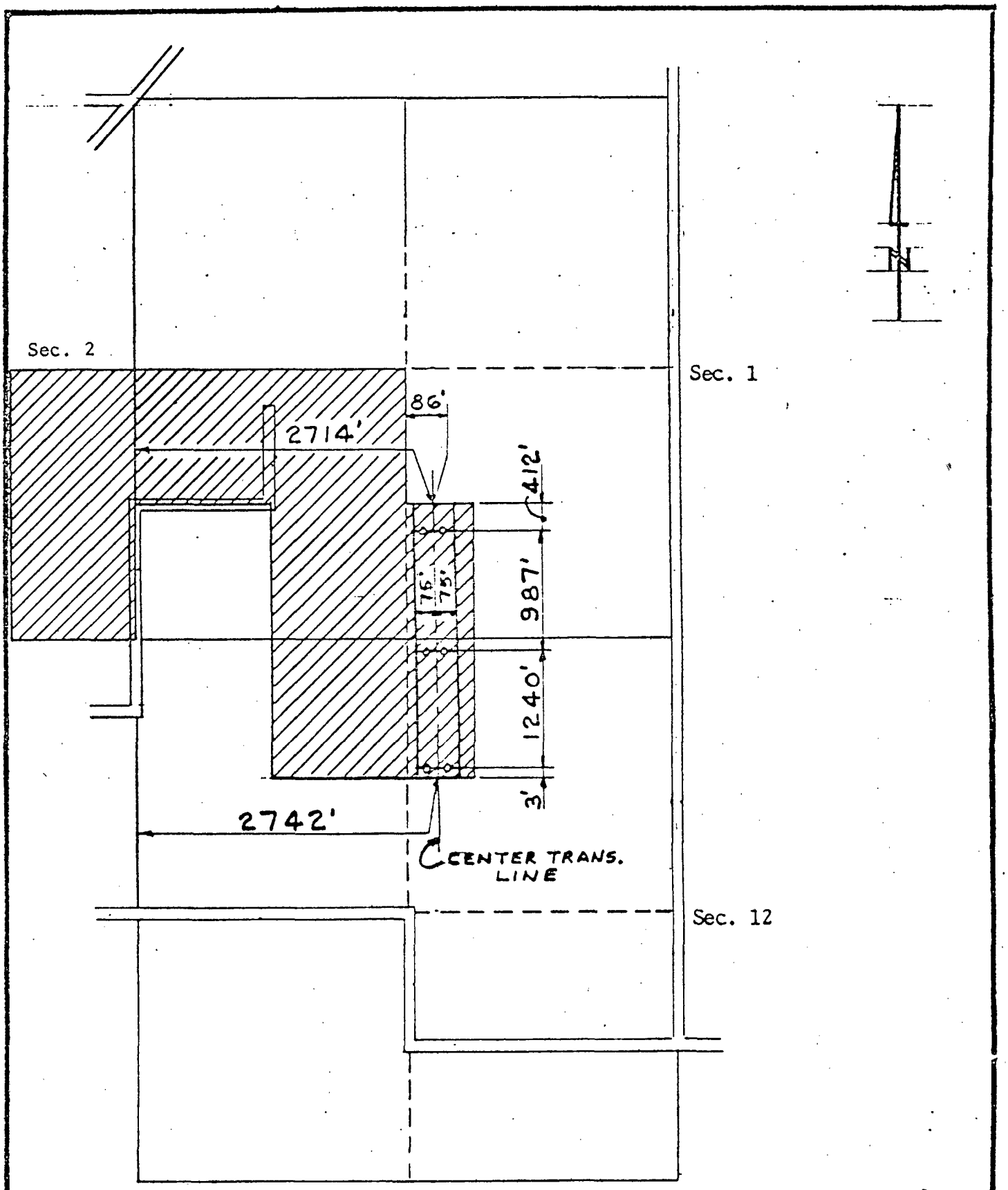
Federal Land Bank of Omaha
206 S. 19th Street
Omaha, Nebraska 68102

Union State Bank
Winterest, Iowa 50273

LIEN HOLDER:
Madison County

(A Plat showing the lcoation of the property to be affected and the lcoation of the specific property sought to be condemned is attached hereto, marked Parcel 61-103 and by this reference made a part hereof.)

4.



Sections 1, 2 & 12, Township 76N, Range 27W

IOWA POWER AND LIGHT COMPANY
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT MADISON COUNTY	
DWN. BY G.L. 2-20-76			
CHECKED			PARCEL NO. 61-103
APP'D			

609

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.

NOTARIAL SEAL IOWA
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[illegible]

6

PARCEL NO. 61-103

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:

OWNER: Joan M. Hardy and Raymond J. Hardy 2/
RR 2
Winterset, Iowa 50273

HOLDER OF LIENS OR ENCUMBRANCES

MORTGAGE HOLDER:

Federal Land Bank of Omaha
206 S. 19th Street
Omaha, Nebraska 68102

~~Union State Bank~~
~~Winterest, Iowa 50273~~

LIEN HOLDER:
Madison County 2/

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.

611

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 9 1979, at 11:00 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

8

PARCEL NO. 61-103

EXHIBIT "A"

DESCRIPTION OF PROPERTY TO BE AFFECTED

The Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) and the West Half (W½) of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section 12; the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼), and the West Half (W½) of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 1; the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) and the Southeast Quarter of the Southeast Quarter (SE¼) of Section 2; all in Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa.

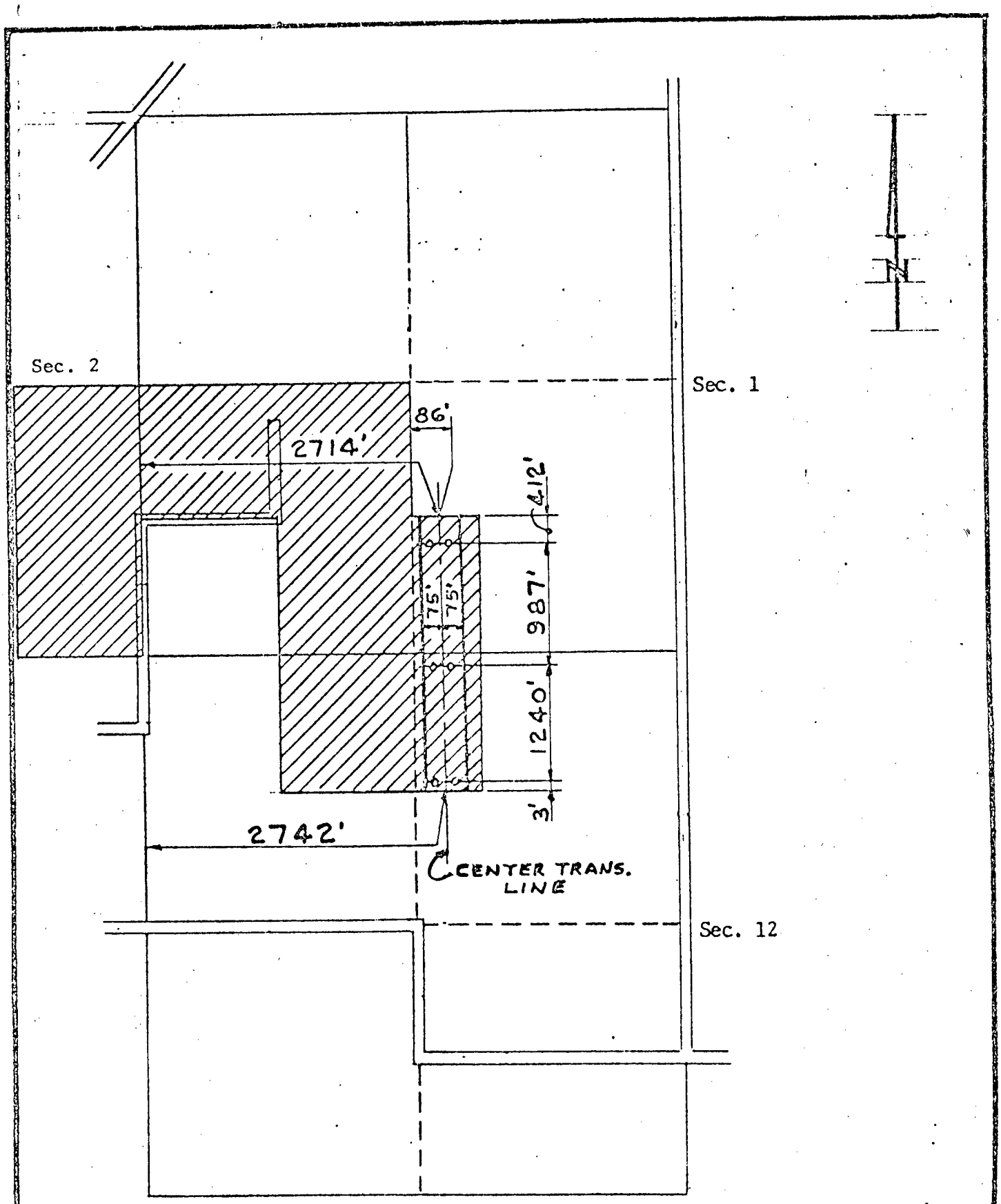
EXHIBIT B

DESCRIPTION OF SPECIFIC PROPERTY SOUGHT TO BE CONDEMNED

A strip of land 150 feet in width across the West Half (W½) of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section 12, and the West Half (W½) of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 1, all in Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, the centerline of said strip being described as follows:

Beginning at a point approximately 2,742 feet East of the Southwest corner of the North Half (N½) of the Northwest Quarter (NW¼) of said Section 12, thence North to a point on the North property line approximately 86 feet East of the Northwest corner of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of said Section 1.

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



Sections 1, 2 & 12, Township 76N, Range 27W

IOWA POWER AND LIGHT COMPANY
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT MADISON COUNTY	
DWN. BY G.L. 2-20-76			
CHECKED			PARCEL NO. 61-103
APP'D			

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
Joan M. Hardy	February	21st	1979	Union	Madison	Iowa
Raymond J. Hardy	February	21st	1979	Union	Madison	Iowa

Rex Rouse Sheriff

Madison County, Iowa

By _____, Deputy Sheriff

FEES

Service $5.00

Copies $_____

Notary $_____

Mileage $_____

Total $_____

RETURN OF SERVICE — GOVERNMENTAL BODY

STATE OF IOWA, Madison County, ss.

The within Notice 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

Rex Rouse, Sheriff

of Madison County

By _____ Deputy.

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

11

616

61-103

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:

Joan M. Hardy and Raymond J. Hardy
RR 2
Winterset, Iowa 50273

Federal Land Bank of Omaha
206 S. 19th Street
Omaha, Nebraska 68102

Union State Bank
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.

LLOYD C. McLAUGHLIN
MY COMMISSION EXPIRES
September 30, 1979

Notary Public in and for IOWA

12

IOWA POWER
823 Walnut Street
Des Moines, Iowa 50303

FINAL OFFER TO ACQUIRE EASEMENT

February 23, 1979

Joan M. Hardy and Raymond J. Hardy
RR 2
Winterset, Iowa 50273

Informational Copy to Mortgagee:

Federal Land Bank of Omaha
206 S. 19th Street
Omaha, Nebraska 68102

Union State Bank
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 $ 7,806.00 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 61-103

617

618

Parcel No. 61-103

Job No. _____

Draft No. _____

EXHIBIT "A"

County Madison

Township 76 North

Range 27 West of the 5th P.M.

Section 1, 12

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, Joan M. Hardy and Raymond J. Hardy

and the undersigned Tenant, _____

(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:

A strip of land 150 feet in width across the West Half (W½) of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section 12, and the West Half (W½) of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 1, all in Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, the centerline of said strip being described as follows:

Beginning at a point approximately 2,742 feet East of the Southwest corner of the North Half (N½) of the Northwest Quarter (NW¼) of said Section 12, thence North to a point on the North property line approximately 86 feet East of the Northwest corner of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of said Section 1.

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

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 _____.

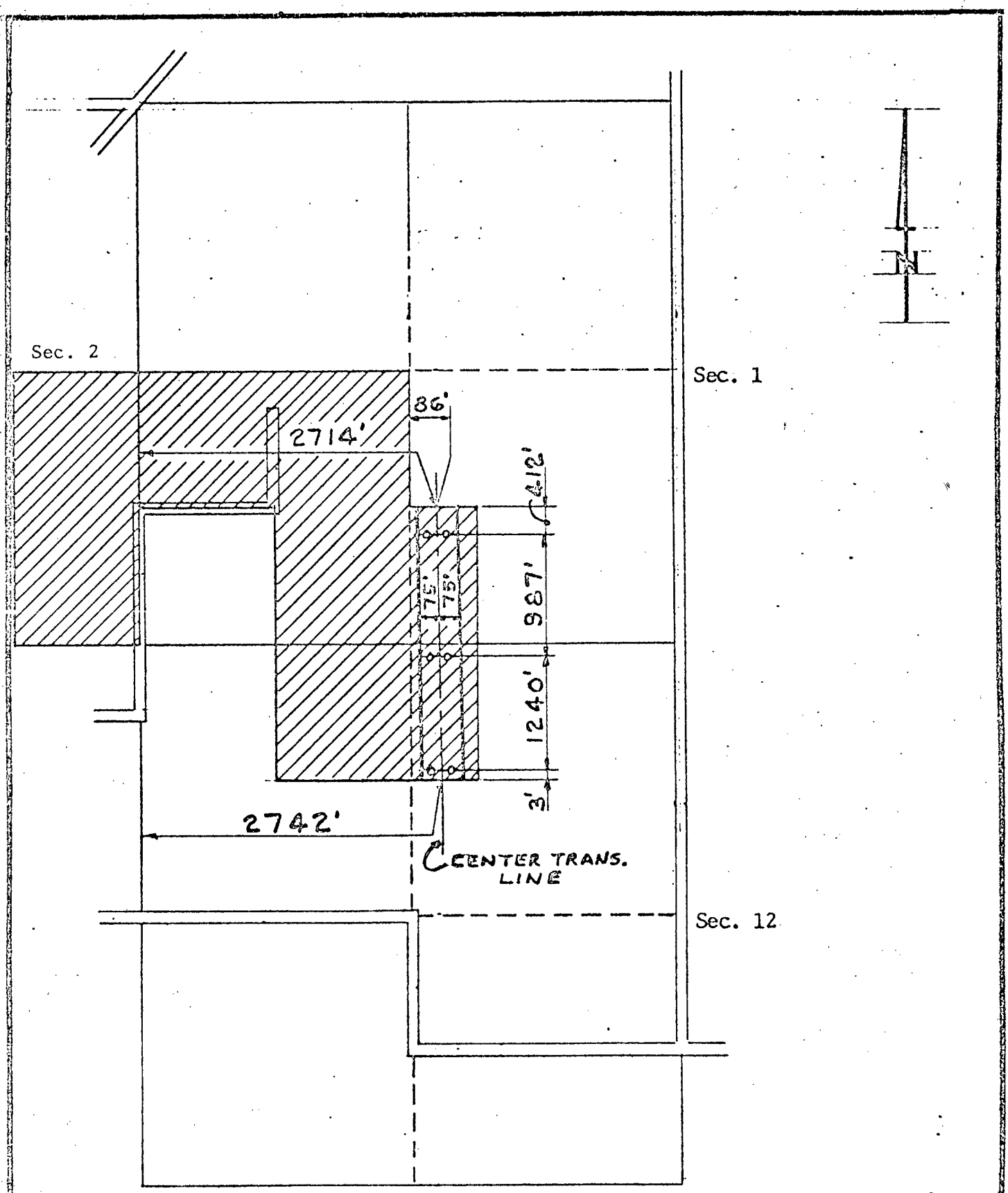
_____ _____

_____ _____

_____ _____

_____ _____

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Sections 1, 2 & 12, Township 76N, Range 27W

IOWA POWER AND LIGHT COMPANY
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT MADISON COUNTY	
DWN. BY G.L. 2-20-76			
CHECKED			PARCEL NO 61-103
APP'D			

619

15

620

IN THE IOWA DISTRICT COURT FOR MADISON COUNTY

IOWA POWER AND LIGHT COMPANY, Plaintiff, vs. RAYMOND J. HARDY, JOAN M. HARDY, UNION STATE BANK, FEDERAL LAND BANK OF OMAHA, MADISON COUNTY, IOWA, and REX ROUSE, Sheriff of Madison County, Iowa, Defendants.	)	LAW NO. 21778 ORIGINAL NOTICE 10AM MAR 21 19[illegible]

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 DISTRICT 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.

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ACCEPTANCE OF SERVICE

Service of the foregoing Notice of Appeal, Original Notice and Petition is hereby acknowledged, and receipt of a copy acknowledged this 21st 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 Cartwright

17

622

IN THE IOWA DISTRICT COURT FOR MADISON COUNTY

FILED
1979 MAR 21 AM 8:34
MARGARET WHEELER
CLERK OF DISTRICT COURT
MADISON COUNTY, IOWA

IOWA POWER AND LIGHT COMPANY, Plaintiff,	)	
vs.	)	LAW NO. 21778
RAYMOND J. HARDY, JOAN M. HARDY, UNION STATE BANK, FEDERAL LAND BANK OF OMAHA, MADISON COUNTY, IOWA, and REX ROUSE, Sheriff of Madison County, Iowa,	)	NOTICE OF APPEAL
Defendants.	)	

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 12, 1979.

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

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

18

IN THE IOWA DISTRICT COURT FOR MADISON COUNTY

FILED
1979 MAR 21 AM 8:34
MARGARET WHEELER
CLERK OF DISTRICT COURT
MADISON COUNTY, IOWA

IOWA POWER AND LIGHT COMPANY, Plaintiff, vs. RAYMOND J. HARDY, JOAN M. HARDY, UNION STATE BANK, FEDERAL LAND BANK OF OMAHA, MADISON COUNTY, IOWA, and REX ROUSE, Sheriff of Madison County, Iowa, Defendants.	LAW NO. 21778 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 150 feet in width, 2642 feet in length, contains 9.1 acres and three 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 12, 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

19

624

the property before and after the condemnation of the easement did not exceed $ 7,800.00 .

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

20

OFFICERS RETURN OF SERVICE

STATE OF IOWA,---Madison-------County, ss.

The attached notice with copy of Petition attached received this 21st 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
Raymond J. Hardy	March	21st	1979	Union	Madison	Iowa
Joan M. Hardy	March	21st	1979	union	Madison	Iowa
Rex Rouse	March	21st	1979	Center	Madison	Iowa
Sheriff of Madison County, Iowa						

Rex Rouse, Sheriff

Madison County, Iowa

By_____, Deputy Sheriff

FEES

Service $---6.00----

Copies $_____

Notary $_____

Mileage $_____

Total $_____

RETURN OF SERVICE—Company or Corporation

STATE OF IOWA, Madison County, ss.

The within Notice came into my hands on the 21st day of March, 19 79 and on the 22nd day of March, 19 79 I served the same upon the Union State Bank by offering to read the same to Donald A. Bolton, he being the Executive Vice President of said corporation or company, which he waived, and by giving him a true copy thereof, all done in Center Township, Madison County, Iowa.

FEES

Service - - - $ see other return for fees

Copies - - - $_____

Mileage - - - $_____

Total - - - $_____

Rex Rouse, Sheriff of Madison County

By_____ Deputy.

625

626

BEFORE THE SHERIFF OF MADISON COUNTY, IOWA

FILED
1979 MAR 21 AM 11 16
MARGARET WHEELER
CLERK OF DISTRICT COURT
MADISON COUNTY, IOWA

FILED
MAR 23 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. REPORT OF COMPENSATION COMMISSION

TO: **Joan M. Hardy and Raymond J. Hardy**

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. 61-103

OWNERS: Joan M. Hardy and Raymond J. Hardy
RR 2
Winterset, Iowa 50273

AWARD: $ 17820^{00}, for damages, including consequential damages, to owners.

ATTORNEY FEES AND COSTS: $ 500.^{00}

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

22

Dated March 12, 1979.

John Foster

Paul Leeper

William Smith

Raymond Clark

[illegible]

Jewell L. Olson Sherwin

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.

Rex Rouse

Sheriff of Madison County, Iowa

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PARCEL 61-103

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: **Joan M. H ardy and Raymond J. Hardy**

OWNERS: Joan M. Hardy and Raymond J. Hardy
RR 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.

Sheriff of MADISON
County, Iowa

Date Mailed: 3-13-79

J4

109-1 1106742

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	NOTICE OF CLAIM OF LIEN BY THE FEDERAL LAND BANK OF OMAHA AS TO: PARCEL 61-103

TO: IOWA POWER AND LIGHT COMPANY and
THE COMPENSATION COMMISSION

You are hereby notified that The Federal Land Bank of Omaha, a corporation organized, existing, and doing business under and by virtue of the laws of the United States of America, is the owner and holder of a first mortgage executed by Joan M. Hardy and Raymond J. Hardy, wife and husband, the then owner of the real estate which is the subject of the condemnation proceedings being conducted in the above-entitled matter, which mortgage is recorded in Book 114, at Page 523, of the records of Madison County, Iowa, a copy of said mortgage is attached hereto, marked Exhibit "A," and made a part hereof by reference, and is unsatisfied and unpaid as of this date.

That The Federal Land Bank of Omaha is entitled to and does hereby assert and claim a mortgage lien upon the property being taken and any award paid in satisfaction of the taking of said premises to the full extent of the unpaid balance of its mortgage and any interest or accruals thereto and demands that any award of damages be turned over and paid to The Federal Land Bank of Omaha and to the owners of said real estate as copayees in satisfaction of said lien as to the premises being taken.

THE FEDERAL LAND BANK OF OMAHA

By _____
Rosanne Barger, Attorney
Farm Credit Building - Suite 900
206 South 19 Street
Omaha, Nebraska 68102

Telephone: (A/C 402) 444-3271

Resident Counsel:

Hans P. Nyholm
Attorney at Law
537 West Broadway
Council Bluffs, Iowa 51501

Telephone: (A/C 712) 322-7727

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CERTIFICATE OF SERVICE

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

I, the undersigned attorney for The Federal Land Bank of Omaha, hereby certify that I served the foregoing pleading upon the attorneys of record by depositing a copy in the United States Mails, postpaid, addressed to:

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

Mr. B. A. Webster
Gramble, Riepe, Burt,
Webster & Fletcher
2600 Ruan Center
Des Moines, IA 50309

on February 28, 1979.

Rosanne Barger

26
IOWA
27

REAL ESTATE MORTGAGE

FORM FLB 208-I (Rev. 7-69)

Date July 18, 1969

Joan M. Hardy (formerly Joan Powell) and Raymond J. Hardy, wife and husband

_____ Mortgagor(s),

of Madison County, Iowa, in consideration of the advance of the principal sum recited in the note hereinafter described, receipt of which is acknowledged, hereby mortgage(s) and convey(s) to

THE FEDERAL LAND BANK OF OMAHA, a Corporation,
of Omaha P.O., Douglas County, Nebraska,

Mortgagee, the following-described real property in Madison County, Iowa, subject to the rights of the public in all highways:

	SEC.	TWP.	RG.
$E\frac{1}{2}$ $SW\frac{1}{4}$; and $NW\frac{1}{4}$ $SW\frac{1}{4}$ (except a 2-acre square in the Southwest corner of said $NW\frac{1}{4}$ $SW\frac{1}{4}$); and $W\frac{1}{2}$ $SW\frac{1}{4}$ $SE\frac{1}{4}$	1		
$NE\frac{1}{4}$ $NW\frac{1}{4}$; and $W\frac{1}{2}$ $NW\frac{1}{4}$ $NE\frac{1}{4}$	12		
All in		76N	27 W 5th P.M.

containing 198 acres, more or less, according to Government survey; together with all of the right, title, and interest of the Mortgagor(s) in said property now owned, or hereafter acquired, and including all buildings and improvements now on, or hereafter placed upon, said real property; including also all water, irrigation, and drainage rights, and including also all the rents, issues, uses, profits, and income from such real property and the crops raised thereon from the date of this instrument until the debt secured hereby shall be paid in full.

This mortgage is given to secure a promissory note of even date herewith, executed by Mortgagor(s) to Mortgagee, in the principal sum of TWENTY FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS, with interest at the rate of eight and one-half percent per annum; said principal with interest being payable on an amortization plan in seventy semi annual installments, the last installment being due and payable on the first day of August, 2004, and providing that defaulted payments shall bear interest at the rate of nine percent per annum. This conveyance shall be void upon the payment of said promissory note.

The Mortgagors, and each of them, hereby warrant that they are fee owners of the mortgaged real property; that they will defend the title against all claimants whomsoever, and that said property is free from all encumbrances; and they relinquish all rights of homestead in said premises, and covenant and agree with the Mortgagee, as follows:

(1) To use the proceeds of the loan secured hereby solely for the purposes specified in Mortgagors' application for said loan, and for purposes authorized by the Federal Farm Loan Act as amended.

(2) To pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed against the property herein mortgaged.

(3) To insure and keep insured buildings and other improvements now on or which may hereafter be placed on said premises to the satisfaction of the Mortgagee. Any policy evidencing such insurance shall be endorsed with a mortgage clause, approved by and in favor of Mortgagee, and deposited with, loss thereunder to be payable to, Mortgagee as its interest may appear. At the option of Mortgagor(s), and subject to general regulations of the Farm Credit Administration, sums so received by Mortgagee may be used to pay for reconstruction of the destroyed improvement(s); or, if not so applied, may, at the option of Mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(4) To keep all buildings occupied and in good repair, and to refrain from the commission of any acts of removal, demolition or impairment thereof; not to cut or remove, or permit to be cut or removed, any wood or timber from said real property, and to commit or permit no waste or impairment of the value of this security; to continuously practice approved methods of farming on said lands, to prevent erosion and the spread of noxious and damaging weeds, and to preserve the fertility of the soil.

(5) That in the event Mortgagor(s) fail(s) to pay when due any taxes, liens, judgments, or assessments lawfully assessed against the property herein mortgaged, or fail(s) to maintain insurance as hereinbefore provided, Mortgagee may make such payment or provide such insurance, and the amount(s) paid therefor shall become a part of the indebtedness secured hereby, due and payable immediately, and shall bear interest from the date of payment at the rate of nine percent per annum.

Exhibit "A"

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(6) That in the event Mortgagor(s) default(s) in the payment of said principal sum, or of any installment thereof, or of any interest thereon, at the time when the same shall be due, or with respect to any covenant or condition hereof, then, at the option of Mortgagee, the entire indebtedness secured hereby shall forthwith become due and payable, shall bear interest at the rate of nine percent per annum, and the Mortgagee may immediately foreclose this mortgage or pursue any other available legal remedy. In the event of any action by Mortgagee to enforce collection of the mortgage debt, the Mortgagor(s) agree(s) that any expense incurred to procure or extend an abstract of title shall, when paid by Mortgagee, become a part of the debt secured hereby, and shall be paid by Mortgagor(s), together with all of the taxable costs of such action, including statutory attorney fees for Mortgagee's attorney.

(7) That in the event action is brought to foreclose this mortgage for all or any part of the debt secured hereby, the Mortgagee shall be entitled to immediate possession of the mortgaged premises, and the court, or a judge thereof in vacation, may appoint a receiver to take possession of said premises to collect and receive rents and profits arising therefrom; and from any monies so collected, to pay taxes, provide insurance, make needed repairs to improvements upon the premises, and make any other expenditures authorized by the court; and apply any sum remaining after the payment of such authorized expenditures upon the mortgage indebtedness.

(8) That failure or delay of Mortgagee to exercise any of its rights or privileges shall not be construed as a waiver thereof; that any act of Mortgagee waiving any specific default of Mortgagor(s) shall not be construed as a waiver of any future defaults; that in case of default in the payment of any amortization installments or interest, or in case of payment by Mortgagee of any lien, judgment, tax, insurance, cost or expense, said Mortgagee shall have the privilege, without declaring the whole indebtedness due and payable, to foreclose on account of such specific default for such sums as are in default and such foreclosure proceedings may be had and the land described herein may be sold, subject to the unpaid indebtedness hereby secured, and this mortgage shall continue as a lien for any unpaid balance.

(9) THIS MORTGAGE IS SUBJECT TO THE PROVISIONS OF THE FEDERAL FARM LOAN ACT and all Acts amendatory thereof or supplementary thereto.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Joan M Hardy (SEAL)
Joan M. Hardy

Raymond J Hardy (SEAL)
Raymond J. Hardy

_____ (SEAL)

STATE OF IOWA }
COUNTY OF Warren } ss.

On this 17th day of July, A.D., 1969, before me, a Notary Public in and for said County and State, personally appeared Joan M. Hardy (formerly Joan Powell) and Raymond J. Hardy, wife and husband

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

My commission expires July 4, 1972.

Eddie Reynolds
Notary Public in and for said County and State
Eddie Reynolds

1001 V

This Space For Use of Mortgagee Only

Loan No. 10674 I 170 10 9-1

Assignment No.

MORTGAGE

To
The Federal Land Bank
of Omaha
Omaha, Nebraska

STATE OF IOWA }
COUNTY OF Warren } ss.

This instrument was filed for record at 8:30 o'clock, P M., on the 25 day of July, 1969, and duly recorded in Book 114, of the Real Estate Mortgage Records on Page 593, and also duly indexed in a Chattel mortgage index in Book _____, on Page _____, on the same day and hour mentioned above.

Darrel E. Hyde
County Recorder

By _____ Deputy

Fee $ 2.00

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DDD-655

IN THE DISTRICT COURT OF THE STATE OF IOWA

IN AND FOR MADISON COUNTY

FILED

1992 MAY -6 PM 1:19

CLERK DISTRICT COURT
MADISON COUNTY, IOWA

IOWA POWER & LIGHT COMPANY, *

Plaintiff, *

vs. *

RAYMOND J. HARDY, ET AL., *

Defendants. *

* Law No. 21778

* V E R D I C T

* ROBERT O. FREDERICK, JUDGE

We, the Jury, find for the Defendants Raymond J. Hardy and Joan M. Hardy, and against the Plaintiff Iowa Power & Light Company, and fix the amount of ~~plaintiffs~~ DEFENDANTS' damages because of the condemnation of the real estate in question in this case in the sum of $ 21,500.00.

Logan L Asker
FOREMAN*

*To be signed only if verdict is unanimous

Juror**	Juror**
Juror**	Juror**
Juror**	Juror**
Juror**	

**To be signed by the jurors agreeing thereto after six hours or more of deliberation.

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IN THE IOWA DISTRICT COURT FOR MADISON COUNTY

IOWA POWER AND LIGHT COMPANY)
Plaintiff)
)
vs.) LAW NO. 21778
)
RAYMOND J. HARDY, et al)
Defendant)

This is to certify that the costs in the above named cause have been satisfied.

SEAL MADISON COUNTY IOWA DISTRICT COURT

Margaret Wheeler

Clerk of District Court
Madison County, Iowa