Ernest J. Ball & wife
To
Iowa Power and Light Company
Job No....Draft No.516
Voucher No..StructuresNo....

#3022

Fee $ .60

Filed for record the 28 day of June A. D. 1947 at 10:45 o'clock A. M.

Wilma M. Wade, Recorder

TRANSMISSION LINE EASEMENT

Located in State of Iowa County of Madison Township 74 North Range 29 West of the 5th P.M. Section 21

KNOW ALL MEN BY THESE PRESENTS: The undersigned Owners, Ernest J. Ball & Bonita Ball husband & wife. and the undersigned Tenant, none for and in consideration of Two hundred and no/100 Dollars ($200.00), to be paid by IOWA POWER AND LIGHT COMPANY, an Iowa corporation, do hereby grant to Iowa Power and Light Company, its successors and assigns, the right to construct, maintain and operate an electrical supply line, and the poles and other necessary equipment incident thereto, upon, over, along and across certain real estate described below, together with the right to enter upon said real estate for the purpose of constructing, maintaining, or removing said line, and the right to trim or remove, with reasonable care, such trees as may interfere with the proper maintenance of said line. In consideration of such grant, Iowa Power and Light Company agrees that it will repair or pay for any damage which may be caused to crops, fences or to the property of the undersigned by the construction, maintenance or removal of said line; and if such damages are not mutually agreed upon, the same shall be ascertained by three (3) disinterested persons, one of whom shall be selected by the Grantors, and one of whom shall be selected by the Grantee, their heirs, successors, assigns, or lessees, and the third, by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

Description: The South Half ($S\frac{1}{2}$) of the South West quarter ($SW\frac{1}{4}$) & the South West quarter ($SW\frac{1}{4}$) of the South East quarter ($SE\frac{1}{4}$) and the East Half ($E\frac{1}{2}$) of the North West quarter ($NW\frac{1}{4}$) of the South East quarter ($SE\frac{1}{4}$) of section twenty-one (21), township seventy-four (74) North, range twenty-nine (29) West of the 5th P. M. Madison County, Iowa.

$100.00 extra for four (4) structures in the open.
25.00 extra for one (1) special structure.
150.00 extra for trees.

The undersigned acknowledges payment of Four hundred seventy-five and no/100 Dollars ($475.00) hereunder, and it is agreed that, if the balance of the stated consideration $ none is paid the undersigned within - from date hereof, this agreement shall be binding upon the parties hereto, their heirs, successors and assigns, until cancelled by mutual consent or the removal or abandonment of said line. If balance of consideration is not paid within - from date hereof, then the payment made shall be forfeited to the undersigned and both parties

released from further obligation hereunder.

Iowa Power and Light Company may enter said premises for the purpose of surveys and preliminary estimates, but shall not begin construction, and shall not file this agreement for record, until full consideration is paid.

Dated at Macksburg, Iowa. this 2 day of June, 1947.

Ernest J. Ball
Bonita Ball

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF Madison) SS.

On this 2 day of June, A.D., 1947, before me, a Notary Public, personally appeared Ernest J. Ball & Bonita Ball, husband & wife. to me known to be the persons who are named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL

May Pinckney Notary Public
in and for said County
My commission expires July 4, 1948