W. L. L. Smith & wife et al #3023 Filed for record the 28 day of June A. D. 1947 at 10:48 o'clock A. M.

RELEASED To 825-38 SEE RECORD 132 PAGE 478 Fee $ .60

Iowa Power and Light Company Wilma M. Wade, Recorder Located in
Job No.... Draft No.185 State of Iowa County of Madison Township
Voucher No..Structures No.. TRANSMISSION LINE EASEMENT 76 North Range 26 West of the 5th P.M.
Section 15

KNOW ALL MEN BY THESE PRESENTS: The undersigned Owners, W. L. L. Smith & Gladys Smith husband & wife and the undersigned Tenant, Joe M. Smith for and in consideration of Fifty and no/100 Dollars ($50.00), 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 East quarter (SE¼) of the North East quarter (NE¼) of section 15, Township 76 North, Range 26 West of the 5th P. M. Madison County, Iowa.

$25.00 extra for one structure in the open.

The undersigned acknowledges payment of Seventy five and no/100 Dollars ($75.00) 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 Brainerd, Minn this 19 day of May, 1947

W L. L. Smith
Gladys Smith
Joe M Smith tent

ACKNOWLEDGMENT

STATE OF Minnesota COUNTY OF Crow Wing) SS.

On this 19 day of May, A.D., 1947, before me, a Notary Public personally appeared W. L. L. Smith & Gladys Smith his wife to me known to be the persons who are named in and who executed

Acres-Blackmar Co. Burlington. 38000

the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL

C A Ryan Notary Public
in and for said County
My commission expires July 4 19__
C. A. RYAN, Notary Public, Crow Wing County, Minn
My Commission Expires December 28, 1948.