

IP2-4

Job No. 0163-15
Draft No. 1588
Voucher No. _____
Structures No. _____

Compared

Located in
State of Iowa
County of Pottawattamie
Township 77 North
Range 39 West of the 5th P.M.
Section 9

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, Henry Petersen and Alvena Petersen, Husband & Wife

and the undersigned Tenant, _____

for and in consideration of Twenty-five and no/100 Dollars (\$ 25.00), 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: Lot Five (5) of Avoca Land & Loan Co's. subdivision of part of section Nine (9), Township Seventy-seven (77) North, Range Thirty-nine (39) West of the 5th P. M. except the South Eight hundred eighty-five (885) feet, Pottawattamie County, Iowa.

One Pole and one double anchor

The undersigned acknowledges payment of Twenty-five and no/100 Dollars (\$ 25.00) hereunder, and it is agreed that, if the balance of the stated consideration \$ _____ 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 Council Bluffs, Iowa. this 20 day of January, 1953

Henry Petersen
Alvena Petersen

ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF Pottawattamie } SS.

On this 20 day of January, A.D. 1953, before me, a Notary Public, personally appeared Henry Petersen and Alvena Petersen 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.

W. W. Crook
Notary Public in and for said County
My commission expires July 4, 1954

