

Deed Record, No. 79, Benton County.

State of Iowa, Benton County, SS. On this 31st day of May A.D. 1916, before the undersigned a Notary Public in and for said County, personally appeared W.E. Gould to me personally known to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged the execution of the same to be his voluntary act and deed. Witness my hand and notarial seal the date last above written. W.E. Deam Notary Public in and for Benton County, Iowa.

(SEAL)
G.E. Grunewald et al) Pole Line Lease Filed September 18th 1916 at 8 A.M. Fee 1.00

to
Ia Ry & Light Co.) This agreement made between G.E. Grunewald and Emma M. Grunewald (single) of Benton County, Iowa, parties of the first part, and Iowa Railway and Light Company, its successors, grantees or assigns, party of the second part, Witnesseth: That the parties of the first part do hereby grant and lease to the party of the second part, its successors, grantees or assigns, the right and privilege to erect and thereafter to maintain, renew and repair, a line of steel poles or towers over and upon the following described property, to-wit: The north one-half (1/2) of the Southeast Quarter of Section fifteen (15), Township eighty two (82) North, Range eleven (11), West of the fifth P.M., Benton County, Iowa, and along the north side of and parallel to the Chicago & Northwestern Ry. Company's right-of-way running through said land, and to erect and maintain, repair and renew upon said poles or towers the proper and necessary cross-arms, insulators, wires, guy wires, telephone wires, and other construction necessary for the conducting and transmitting of electricity for light, heat, power and other purposes. The said poles or towers of said transmission line are to be placed along adjoining and parallel to the railroad right of way, with the center line of said poles or towers not to exceed from the north line of said right of way. And it is understood that the cross arms are to be placed upon said poles or towers will overhang, and that the construction placed thereon will overhang the adjoining land, but it is provided that none of the cross arms upon said poles will be less than 30 feet above the ground. It is further understood and agreed by the parties that the presence of trees and limbs of trees near the wires interfere with the efficient operation of electric equipment and electric service must be constantly maintained, and the rights herein granted include, with out the payment of any additional compensation by the second party, the right during the term of this agreement, to cut and remove from the above described lands any of the trees which, if standing or blown down, will or may interfere with, or in the opinion of the second party, will or may interfere with the safety of said line or the efficient operation thereof. The rights herein granted by the first party to the second party shall be held and construed to be a lease or easement only, but the same shall endure for the time and so long as second party or assigns shall operate its electric system, or shall have customers or franchises to be supplied with electric current over said electric transmission line. The second party has paid the first party upon the execution of this agreement the sum of \$100, which is \$20 for each pole or tower it now proposes to erect upon said strip of ground, which poles may hereafter be placed without further charge, but second party shall pay \$20 for each additional pole or tower it shall erect at other places on said strip of land. The first party also grants to the second party the right of ingress and egress to the said transmission line over lands now owned by first party for the purpose of placing, replacing or repairing said transmission line, and whenever in placing, replacing or repairing poles, wires of other construction upon said strip of ground, or in entering upon the lands of the first party for said purpose, any injury is done to the real estate, crops or property of the party of the first part, his or their grantees or tenants, second party shall pay for such injury to the person so entitled thereto, all damages sustained which damages shall be ascertained by the Township Trustees, if the parties cannot agree, which Trustees shall act as a Board of Arbitration in said matter, and their decisions shall have the same force and be enforced as other awards of Boards of Arbitration. The rights of the second party are strictly limited to those set forth in this agreement, and this agreement shall be binding upon said parties hereto, their heirs, successors or assigns. Parties of the first part hereby acknowledge receipt of \$100 in addition to the \$100 above set out, which is in full settlement for all damages caused by trimming and cutting trees on above described land, and in full settlement for all damages caused by the building and maintenance of said transmission line as it now stands on the above described property. Witness our hands this 19th day of August A.D. 1916. G.E. Grunewald (Seal) Iowa Railway and Light Company Second Party

Emma Grunewald First Party By John A. Reed Vice President
State of Iowa, Linn County, SS. On this 19 day of August 1916, before me, a Notary Public within and for said County, personally appeared John A. Reed and he being by me sworn on oath, did say that the said John A. Reed is Vice President of Iowa Railway and Light Company, a corporation, and that the corporate seal attached to said instrument was and is the corporate seal of said Company, and he did acknowledge the execution of the foregoing instrument as the voluntary act and deed of said Iowa Railway and Light Company by him duly executed as Vice President thereof

(SEAL) William Smyth Notary Public in and for Linn County, Iowa.
State of Iowa, Linn County, SS. On this 19 day of August A.D. 1916, before the undersigned, a Notary Public in and for said County, personally appeared G.E. Grunewald and Emma M. Grunewald to me personally known to be the identical persons whose names subscribed to the foregoing instrument and acknowledged the execution of the same to be their voluntary act and deed. Witness my hand and notarial seal the date last above written William Smyth

(SEAL) Notary Public in and for Linn County, Iowa
Anna F. Goulding) Pole Line Lease Filed September 18th 1916 at 8 A.M. Fee 1.00

to
Ia Ry & Light Co.) Made in duplicate. This agreement made between Anna F. Goulding, (a widow) of Benton County, Iowa, party of the first part, and Iowa Railway and Light Company, its successors, grantees or assigns, party of the second part, Witnesseth: That the party of the first part does hereby grant and lease to the party of the second part, its successors, grantees or assigns, the right and privilege to erect and thereafter to maintain and repair, a line of steel poles or towers over and upon the following described property, to-wit: The east half of the Southeast Quarter of Section 18, and the west half of the northwest quarter, and a part of the West half of the Southwest quarter of Section 17, and the North-east quarter, and a part of the Northwest quarter of Section 16, all in Township 82, North, Range eleven, west of the fifth P.M. in Benton County, Iowa, and along the North side of the Chicago and Northwestern Railway Company's Right of way running through said land, and to erect and maintain, repair and renew upon said poles or towers the proper and necessary cross-arms, insulators, wires, guy wires, telephone wires, and other construction necessary for the conducting and transmitting of electricity for light, heat, power and other purposes. The said poles or towers of said transmission line are to be placed along adjoining and parallel to the railroad right of way, with the center line of said poles or towers not to exceed 10 feet from the north line of said railway right of way.