

IP2-4

Job No. _____
 Draft No. _____
 Voucher No. _____
 Structures No. _____

Compared

Location in
 State of Iowa
 County of Pottawattamie
 Township of North
 Range of West of the 5th P.M.
 Section _____

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, Marjory P. Everest and Charles D. Everest, wife and husband, and E. A. Kreft and Olive A. Kreft, husband and wife,
 and the undersigned Tenant (None)

for and in consideration of One Hundred Sixty-five & no/100 Dollars, \$165.00 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 through their contract, maintain and operate an electric supply line with the poles and other articles, 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, repairing and the right to trim or remove with reasonable care, such trees as may interfere with the proper and efficient of said line. In consideration of such grant, Iowa Power and Light Company agrees that it will repair or pay for 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 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 conclusively as to the facts.

Description:



TRACT NO. 1

It being understood by all parties hereto that the real estate described in this tract is owned in fee simple by Marjory P. Everest and is described as follows, to-wit:

SW¹/₄ of NE¹/₄ of Section 4, Township 74, Range 43, and the SW¹/₄ of SE¹/₄ of Section 33, Township 74, Range 43.

TRACT NO. 2

It being understood by all parties hereto that the real estate described in this tract is owned in fee simple by E. A. Kreft and Olive A. Kreft, husband and wife, and is described as follows, to-wit:

NE¹/₄ of NW¹/₄ of Section 4, Township 74, Range 43, and the South 30 acres of SE¹/₄ of SW¹/₄ of Section 33, Township 74, Range 43.

The center line of said electric supply line is to enter Tract No. 1 at a point on the north line approximately seven (7) feet west of the northeast corner thereof; thence in a southeasterly direction approximately thirty (30) feet to a point approximately one (1) foot west of the west line of said Tract No. 1 and approximately twenty-five (25) feet south of said northeast corner; thence southerly approximately paralleling said east line of said Tract No. 1 and one (1) foot east of same for a distance of approximately two thousand three hundred ninety (2390) feet to a point at which an angle of approximately nineteen (19) degrees to the right is turned; thence approximately thirty-five (35) feet to a point of leaving the south line of said Tract No. 1 approximately fifteen (15) feet west of the southeast corner of said Tract No. 1; the above described route to contain eight (8) poles.

This easement also covers the location of two (2) anchors and overhang on the real estate described in Tract No. 2, and said electric supply line is to overhang not in excess of five (5) feet east of the west line of said Tract No. 2 from the north line thereof to a point approximately twenty-five (25) feet north of the south line of said Tract No. 2. One of the said anchors is to be located approximately fifty (50) feet east of the west line of said Tract No. 2 and approximately thirty (30) feet north of the south line of said Tract No. 2. The other anchor is to be located approximately six (6) feet west of the first anchor.

3652

1065-37

IP2-A

Job No. _____

Draft No. _____

Voucher No. _____

Structures No. _____

Compare

Located in

State of Iowa

County of Pottawattamie

Township _____ South

Range _____ West of the 5th P.M.

Section _____

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS,

The undersigned Owners Marjory P. Everest and Charles E. Everest, wife and husband, and E. A. Krefl and Olive A. Krefl, Husband and wife, and the undersigned Tenant (None)

for and in consideration of One Hundred Sixty-five & no/100 Dollars 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, with the poles and other necessary equipment incident thereto, upon, over, along and across certain state lands 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 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:

TRACT NO. 1

It being understood by all parties hereto that the real estate described in this tract is exact in fee simple as follows, to-wit:

SE1/4 of NE1/4 of Section 4, Township 24, Range 43, and the SW1/4 of SE1/4 of Section 33, Township 24, Range 43.

TRACT NO. 2

It being understood by all parties hereto that the real estate described in this tract is exact in fee simple as follows, to-wit:

NE1/4 of NE1/4 of Section 4, Township 24, Range 43, and the SE1/4 of SE1/4 of Section 33, Township 24, Range 43.

The center line of said electric supply line is to enter Tract No. 1 at a point on the north line approximately seven (7) feet east of the northeast corner thereof; thence in a southeasterly direction approximately thirty (30) feet to a point approximately one (1) foot west of the east line of said Tract No. 1 and approximately twenty-five (25) feet south of said northeast corner; thence southerly approximately paralleling said east line of said Tract No. 1 and one (1) foot west of same for a distance of approximately two thousand three hundred ninety (2390) feet to a point at which an angle of approximately nine-teen (19) degrees to the right is turned; thence approximately thirty-five (35) feet to a point of leaving the south line of said Tract No. 1 approximately fifteen (15) feet west of the southeast corner of said Tract No. 1; the above described route to contain eight (8) poles.

This easement also covers the location of two (2) anchors and overhang on the deal stand described in Tract No. 2, and said electric supply line is to overhang not in excess of five (5) feet east of the west line of said Tract No. 2 from the north line thereof to a point approximately twenty-five (25) feet north of the south line of said Tract No. 2. One of the said anchors is to be located approximately fifty (50) feet east of the west line of said Tract No. 2 and approximately thirty (30) feet north of the south line of said Tract No. 2. The other anchor is to be located approximately six (6) feet west of the first anchor.

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The undersigned acknowledges payment of One & no/100 (\$1.00) Dollars
(\$ 1.00) hereunder, and it is agreed that, if the balance of the stated consideration \$164.00
paid the undersigned within 60 days 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 abandon-
ment of said line. If balance of consideration is not paid within 60 days from
date hereof, then the payment made shall be forfeited to the undersigned and both parties released from further obliga-
tion 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 31st day of January 1922.

Margery P. E. Everest
Charles E. Everest

Olive A. Krest
E. A. Krest

ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF POTTAWATTAMIE

On this 31st day of January 1922,
Margery P. Everest and Charles E. Everest, wife and husband, and
Olive A. Krest and Olive A. Krest, husband and wife,
to the best of their knowledge and belief, the persons whose names are hereunto
subscribed are the persons who executed the same.

Sylvia D. ...

FILED FOR RECORD AND DULY RECORDED IN MY OFFICE ON THIS 6 DAY OF March
A. D. 1922 AT 7 O'CLOCK 3 MINUTES P. M.
DOROTHY E. CHRISTENSEN, RECORDER, BY *Ante ...* DEPUTY.