

S. W. Clark, Recorder of the General Land Office.

Patent transmitted. April 14, 1881
To the Governor of Iowa, Des Moines, Iowa. {

Receipt Ack. April 1881
By Register State Land office
J. K. Powers 1881
27235

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#2877 Right of Way Agreement

Filed for record this 27 day of

John C. Manly Jr., et al
to

October A. D. 1925 at 11:30 O'clock A.M.

Northwestern Light and Power Co.

Fee 90¢ ✓

Bess Bjorenson, Recorder.

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One Dollars (\$1.00) and other valuable consideration, John C. Manly, Jr., unmarried, Charles Morse Manly; Nellie M. Manley, his wife, all of Poweshiek county, Iowa, hereinafter called the grantors, do hereby grant, bargain, sell and convey unto Northwestern Light and Power Co., a corporation, hereinafter called the grantee, its successors or assigns, the following described easement, to-wit:

A right of way for the construction, erection and maintenance of an electric transmission line consisting of poles, wires, guy wires, insulators, etc., upon and across the following described premises, to-wit:

Lot One (1) and the North West Quarter (NW $\frac{1}{4}$) of the North East Quarter (NE $\frac{1}{4}$) of Section Fourteen (14), Township Ninety nine (99) North Range Thirty seven (37) West of the 5th P.M. Dickinson County, Iowa.

Said electric transmission line is to be located parallel with the shore line of Lake Okoboji, and on a line with the rear line of the lots now or hereafter laid out along the shore of said Lake Okoboji. Said line is to be constructed so as not to interfere with the buildings now upon said property or hereafter constructed.

This right of way includes the rights of the grantee, its officers, agents or employees ~~agents or employees~~, to enter upon said premises for the purpose of surveying, constructing and maintaining said line, and also includes the right to trim and keep trimmed, trees along the route of said line as will interfere with the safe operation thereof. That the grantee agrees that it will conform to standard practise in the construction and operation of its lines, and will hold the grantors harmless from any and all causes of action, litigation or damage resulting from or by reason of the construction, maintenance and operation of said line.

That the grantee agrees that it will furnish service to the grantors, their successors assigns, occupants or tenants, from said transmission line during the term of this agreement, and that no charge is to be made for making connection to the line of the grantee. That the current to be furnished shall be sixty cycle 110-220 volt alternating current. That the rates to be charged for electric current furnished shall be the same rates as are charged to other customers on said line receiving similar service.

That this agreement shall remain in full force and effect so long as the grantee shall maintain and operate a transmission over and upon the above described premises. That the grantors agree that during the term of this agreement, they will not grant a right of way for an electric transmission line or lines upon, or across the above described premises to any other person, firm or corporation.

