

RICHARD M. MARTIN AND KAREN K. MARTIN

RIGHT-OF-WAY EASEMENT

Easement No. B

RECEIVED SEP 08 1992

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Richard M. Martin

and Karen K. Martin (husband and wife)(single) hereinafter referred to as "Grantor", for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Indianola Municipal Electric Utility (hereinafter called the "Grantee"), whose post office address is 111 S. Buxton, Indianola, Iowa 50125, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County

State of Iowa and more particularly described as follows:

All that part of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-nine (29), Township Seventy-Six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, lying South of the south line of the public highway known as Iowa Primary Road #92 and North of the right-of-way formerly used by the Chicago, Rock Island and Pacific Railway Company except the West 80 feet.

Section 29 Township 76 North, Range 26 West of the Fifth P.M., and a right-of-way to construct, operate, replace, repair and maintain thereon, or remove therefrom at its option, an electric transmission and distribution line (lines), including all necessary poles, cross-arms, guy wires, anchors and overhang for the transmission and distribution of electric current for any purpose whatsoever, including the right to cut and trim trees and shrubbery to the extent necessary to keep them clear of the electric line (lines), or that may interfere with or threaten to endanger the operation or maintenance of said line (lines), and right-of-way being described as follows, to-wit:

A strip of land 15 feet each side of a centerline described as follows: Starting from the NE corner of the property; thence northwesterly along the northerly property line 105 feet and there beginning; thence perpendicular to said property line southerly 30 feet and there ending. One anchor group shall be placed in this strip.

Wires constructed following this easement grant shall not be less than the minimum height as required by the National and State Electrical Safety Code above the surface of the ground beneath said wires. Grantee shall have the exclusive right to the space occupied by said wires beneath and on either side thereof as is necessary to provide reasonably safe isolation of the wires from contact by any person or object.

The Grantor agrees not to place, or allow to be placed, any building, structure or object of any kind beneath or in such close proximity of said wires as to encroach upon the easement rights of Grantee until proper notification is given to and subsequent approval given by, said Grantee.

All damages to the property of the Grantor (other than to trees) caused by constructing, maintaining, replacing, repairing, or removing, said electric line (lines), shall be borne by the Grantee, its successors or assigns.

The grantors covenant that the above described lands are free and clear of encumbrances and liens of whatsoever character except those held by

and except taxes and assessments not yet due.

It is further understood that, whenever necessary, words used in this instrument in the singular shall also be construed to read in the plural, and that words used in the masculine gender shall also be construed to read in the feminine and vice versa.

And hereby releases any right of dower, distributive share, homestead or other interest he or she may have in and to the easement granted herein.

"Grantor has the right to cancel this Agreement granting easement to Grantee by mailing a 'Notice of Cancellation' to the Grantee at its principal place of business by certified mail with return requested. The Notice must be received by Grantee within seven (7) days, excluding Saturday and Sunday. Grantor acknowledges receipt of this written information as to right to cancel prior to signing of this easement agreement and acknowledges receipt of the form in duplicate which can be used to mail Grantee for 'Notice of Cancellation'. Grantee will not record this Agreement until after the period for cancellation has expired. This right of cancellation may be exercised only once for each transmission line project."

IN WITNESS WHEREOF, we have set our hands this 3rd day of September, A.D. 1992

Richard M. Martin

Karen K. Martin

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COMPUTER

MICHELLE UTSLER RECORDER MADISON COUNTY, IOWA

STATE OF IOWA Warren COUNTY } SS

On this 3rd day of September, A.D. 1992, before me Rose Metz

Notary Public for the County of Warren, State of Iowa, personally appeared Karen Martin

and Richard Martin

known to me the person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (they) executed the same as their (his) (her) act and deed.

Notary Public for Warren County, Iowa

August 26, 1994



RECORDED

RICHARD M. MARTIN AND KAREN K. MARTIN

AGREEMENT FOR COMPENSATION

Easement No. B

WHEREAS, Richard M. Martin and Karen K. Martin

(Husband and wife)(single) of \_\_\_\_\_ County, Iowa have on the \_\_\_\_\_

day of \_\_\_\_\_ 19\_\_\_\_, executed and delivered to Indiana Municipal Electric Utility, (herein called the "Grantee") whose post office address is 111 S. Duxton, Indiana, Iowa 50125, an easement to enter upon their lands located in Madison County, Iowa and described therein, and to construct, operate, replace,

repair and maintain thereon or remove therefrom at its option, upon a right-of-way described in said easement, an electric transmission and distribution line (lines), including all necessary poles, cross arms, guy wires, anchors and overhang for the transmission and distribution of electric current for any purpose whatsoever, including the right to cut and trim trees and shrubbery to the extent necessary to keep them clear of the electric line (lines), or that may interfere with or threaten to endanger the operation of maintenance of said line (lines);

NOW THEREFORE, it is hereby mutually agreed that the Grantee will pay, and the Grantors in said easement will accept, as full consideration for the right-of-way granted therein, the following sum or sums for each of the various structures erected upon said right-of-way.

LAND VALUE

Land value shall be assumed to be:	
tillable land.....	\$900.00/acre
nontillable land.....	\$450/acre
residential.....	Property tax rolls/other valuation.

Land deemed to be higher in value than the above schedule shall be compensated at the higher value.

MINIMUM PAYMENT

Minimum payment for any easement shall be.....	\$200.00
Minimum payment for anchors in tillable land shall be .....	\$300.00
Minimum payment for anchors in nontillable land shall be.....	\$150.00

POLES

A strip of land 5' in width, pole placed as close to property line as possible.

CONSTRUCTION AND MAINTENANCE OR OVERHANG

A strip of land adjacent to the above strip and 20 feet wide.

ANCHORS

Anchor easements shall be a parcel of land 350 feet wide by the anchor length plus 8 feet. Easement price to be the same amount for multiple anchors as for a single anchor.

CALCULATION

Poles	$\frac{52}{43560} \times .9 \times$	(Land Val.)	=	\$
Construction and Maintenance and Overhang	$40 \times \frac{(Dist)}{43560} \times .8 \times$	(Land Val.)	=	\$ 150.00
Anchors	$350 \times \frac{(Dist)}{43560} \times .9 \times$	(Land Val.)	=	\$ 300.00
Other (property damage)			=	\$ 300.00
TOTAL EASEMENT PRICE				\$ 750.00

And that said consideration will be paid before said line (lines) are completely constructed, the payment therefore to be made to Grantors, and lien holders, if any, unless said lien holders release said consideration.

The undersigned consent to mailing or delivering the foregoing payments to Box 74, Patterson IA 50218

\_\_\_\_\_ of \_\_\_\_\_ Iowa.  
(Address)

IN WITNESS WHEREOF, we have hereunto set our hands this 3rd day of September A. D., 19 92

INDIANA MUNICIPAL ELECTRIC UTILITY

By Colin White  
(Its Agent)

X  
Karen K. Martin