

# RIGHT-OF-WAY AGREEMENT

Tract No. M-3  
Line Winterset REC 69KV Tap  
69KV

THIS AGREEMENT, made and entered into this 15th day of August, 1988  
and to be filed for recording on or after the 24th day of August, 1988  
by and between Allen L. Banks and Elizabeth J. Banks

husband and wife, of the County of Madison and State of Iowa, his/their heirs, executors, administrators, successors and assigns, hereinafter referred to as "grantor", and Central Iowa Power Cooperative, its successors and assigns, hereinafter referred to as "grantee".

### WITNESSETH:

In consideration of the payments as hereinafter stipulated, and mutual agreement herein contained, the parties hereto agree as follows:

1. That the grantor hereby gives, grants, bargains and conveys unto the grantee the perpetual right to construct, reconstruct, operate and maintain an electric transmission and/or distribution line over and upon the following described real estate situated in the County of Madison, State of Iowa, to-wit: The easterly forty (40) feet of the East 53 1/3 rods of the South 120 rods of the Southeast Quarter (except that part thereof lying North and East of Middle River) in Section 12, the easterly forty (40) feet of the East half of the Northeast Quarter of the Northeast Quarter of Section 13, all in Township 75 North, Range 28 West of the 5th P.M.; and the westerly forty (40) feet of the Southwest Quarter of the Southwest fractional Quarter (except the North 21.25 rods thereof) in Section 7; the westerly forty (40) feet of the West half of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter in Section 18, all in Township 75 North, Range 27 West of the 5th P.M.

the routing of said electric line across the above described real estate being as follows:

The centerline of said electric line will be located on the same centerline as the existing electric line across the above described property. This agreement, in part, to allow for the installation of two 2 pole (H-Frame type structures), one to be located approximately 2 feet north of the north right of way fence of the east-west public road, and one to be located approximately 635 feet north of the north right of way fence of the east-west public road.

together with the right of reasonable access thereto for the purpose of surveying and the construction, operation and maintenance of said electric line, and together with the right to trim, top, retrim and retop, or cut down and/or control by chemicals such trees and brush as may be necessary to efficiently construct, operate and maintain said electric line, with the express provision that all trees standing within a distance of thirty (30) feet from a point directly underneath the nearest conductor of said electric line may be cut down and/or controlled by chemicals and all branches of other trees which reach within a distance of twenty (20) feet from any part of said electric line may be trimmed.

2. That the grantee agrees to pay the grantor a total sum computed in accordance with the Right-Of-Way Schedule of Payment of which the sum of twenty-five and no/100 dollars (\$ 25.00 ) has been paid to the grantor by the grantee, receipt of which is hereby acknowledged. The unpaid balance of the total sum due the grantor, if any, based on the Right-Of-Way Schedule of Payment, shall be paid to the grantee upon completion of construction. The parties hereto agree that all payments made by virtue of this agreement shall be paid to Allen L. & Elizabeth J. Banks of RR#3, Winterset, Ia. as agent for the grantor.  
(address) 50273

3. The grantee shall hold the grantor and his lessee harmless from and reimburse the grantor and his lessee for any and all damages which may accrue to the grantor and his lessee as the result of the construction (including survey), reconstruction, operation and maintenance of said electric line.

4. Without in anywise limiting the other rights herein contained, the parties specifically understand that the grantee shall have exclusive right to as much space over, under, and adjacent to the conductors of the electric line as may be necessary to maintain the clearance requirements of the rules and regulations of the Iowa State Commerce Commission, or of any other applicable code or statute.

5. Grantor (landowner) has the right to cancel this Agreement granting easement to Grantee (cooperative) by mailing a "Notice of Cancellation" to the Grantee at its principal place of business by certified mail with return receipt 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, the parties hereto have signed their names, on the date first written above.

GRANTOR

Allen L. Banks  
Allen L. Banks

Elizabeth J. Banks *Compan*  
Elizabeth J. Banks

502

FILED NO. 502  
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CENTRAL IOWA POWER COOPERATIVE  
Grantee

1988 SEP -6 AM 10:13

By Gary H. Clarin  
Gary H. Clarin

MARY E. WELTY  
RECORDER  
MADISON COUNTY

Fee \$10.00

257

CERTIFICATE OF ACKNOWLEDGEMENT—Individual

STATE OF Iowa } SS:  
County of Madison }

On this 15th day of August A. D., 1988., before me, a Notary Public, personally appeared Allen L. Banks and Elizabeth J. Banks

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

Signature: *Jo Ann M. Houston*

Print or Type Name: JO ANN M. HOUSTON  
Madison County

My commission expires 8/10/89 Notary Public in and for \_\_\_\_\_ County \_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGEMENT—Individual

STATE OF \_\_\_\_\_ } SS:  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_

to me known to be the person(s) named in and who executed the foregoing instrument and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ voluntary act and deed.

Signature: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

My commission expires \_\_\_\_\_ Notary Public in and for \_\_\_\_\_ County \_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGEMENT—Individual

STATE OF \_\_\_\_\_ } SS:  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_

to me known to be the person(s) named in and who executed the foregoing instrument and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ voluntary act and deed.

Signature: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

My commission expires \_\_\_\_\_ Notary Public in and for \_\_\_\_\_ County \_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGEMENT—Individual

STATE OF \_\_\_\_\_ } SS:  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_

to me known to be the person(s) named in and who executed the foregoing instrument and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ voluntary act and deed.

Signature: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

My commission expires \_\_\_\_\_ Notary Public in and for \_\_\_\_\_ County \_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGEMENT—Corporation

STATE OF \_\_\_\_\_ } SS:  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_ are \_\_\_\_\_ President and \_\_\_\_\_ instrument is the Seal of said Corporation and that said authority of its Board of Directors, and the said

deed of said Corporation, by it voluntarily executed. I fixed my Notarial Seal, the day and year above written.

Print or Type Name: \_\_\_\_\_

My commission expires \_\_\_\_\_ Notary Public in and for \_\_\_\_\_ County \_\_\_\_\_



*envelope*