

DALE G. OR NANCY H. BEATY AND JOHN F. REILLY AND NANETTE FOSTER REILLY

RIGHT-OF-WAY EASEMENT

Document No....13. ALT.....

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, John F. Reilly.....

and Nanette Foster Reilly..... (husband and wife) ~~both of whom~~, 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

ofMadison.....

State of Iowa and more particularly described as follows:

See Exhibit "A" attached.

Section 25 Township 76 North, Range 26 West of the Fifth P.M., and a right-of-way to construct, operate, replicate, 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), said right-of-way being described as follows to-wit:

A strip of land bounded by the east and west property lines and 22½ feet each side of a line 82½ feet south of the centerline of IDOT #92 and access to same. C.O. 1110

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Fee \$10.00

1988 DEC -1 AM 11:35
MARY E. WELTY
RECODER
MADISON COUNTY, IOWA

Wires constructed following this instrument grant shall not be less than the minimum height as required by the National and State Electrical 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 to 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 whatever 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 instrument agreement and acknowledges receipt of the form in duplicate which can be used to mail Grantee for 'Notice of Cancellation'. Grantee will not cancel 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 .. 15th .. day of .. November .. A.D. 1988


John F. Reilly


Nanette Foster Reilly

Nanette Foster Reilly

STATE OF IOWA
Madison COUNTY } ss

On this .. 15th .. day of .. November .. A.D. 1988, before me, A.U. Larson.....
Notary Public in and for the County of Madison, State of Iowa, personally appeared John F. Reilly.....

..... and Nanette Foster Reilly.....
to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that [he] [they] executed the same
their voluntary act and deed.

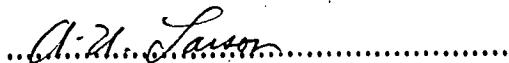

A.U. Larson

EXHIBIT "A" - Easement No. 13 ALT

commencing at the South Quarter ($\frac{1}{4}$) corner of Section 25, Township 76 North, Range 26 West of the
th P.M., thence S 84° 06' 23" W 330.88 feet to the Point of Beginning. Thence S 84° 06' 23" W along
he South line of Section 25 2223.37 feet to the Southwest corner of Sec. 25, thence N 0° 59' 13" E
long West line of Sec. 25 831.28 feet to South line of Iowa Highway 92, thence N 51° 52' 21" E along
aid South line 1302.74 feet, thence Northeasterly along a 2835 foot radius curve 657.25 feet, thence
65° 06' 36" E along south line of Iowa Highway 92 1034.98 feet to the East line of SW $\frac{1}{4}$. Thence S
° 06' 39" E 827.23 feet to the Northeast corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, thence S 83° 50' 34" W along
orth line of SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ 330.88 feet, thence S 0° 06' 39" E along West line of East 10 acres of
 $\frac{1}{4}$ of SW $\frac{1}{4}$ 1322.43 feet to Point of Beginning, containing 82.38 Acres.