

DEED RECORD 121
RIGHT-OF-WAY AGREEMENT

Tract No. M-1
Line Enron - Earlham REC

THIS AGREEMENT, made and entered into this 16TH day of FEBRUARY, 1989
and to be filed for recording on or after the 1ST day of MARCH, 1989
by and between Gendler Aggregates Co., a partnership

husband and wife, of the County of Polk 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:

Beginning at the Northeast Corner of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Twelve (12), Township Seventy-six (76) north, Range Twenty-nine (29) west of the 5th P.M., thence west 50.0 feet along the north line of the Southeast Quarter of the Southeast Quarter of said Section Twelve (12); thence south 25.0 feet; thence east 50.0 feet; thence north 25.0 feet to the point of beginning.

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

The described tract to allow for up to four (4) anchors and associated guying and hardware. Facilities to be located immediately south and approximately parallel to existing fence.

* One conifer tree will be cut down and removed. All brush will be cut out and properly disposed. NOTE: No chemicals!

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 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 grantor by the grantee upon completion of construction. The parties hereto agree that all payments made by virtue of this agreement shall be paid to Gendler Aggregates Company of Des Moines, Iowa as agent for the grantor. (address)

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

For Gendler Aggregates Company

Annette Gendler Isaacson

Annette Gendler Isaacson

CENTRAL IOWA POWER COOPERATIVE
Grantee

By

Marlon Vogt
Marlon Vogt

Compared

COMPUTER

1841

FILED NO. 1841
BOOK 121 PAGE 426

1989 MAR 22 AM 9:27

MARY E WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$10.00 paid

CERTIFICATE OF ACKNOWLEDGEMENT—Individual

STATE OF Iowa } SS:
County of Polk }

On this 16 day of February A. D., 1989, before me, a Notary Public, personally appeared Annette Gendler Isaacson

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

Signature: Thomas J. Reicks
Print or Type Name:

My commission expires 8-26-91 Notary Public in and for Polk 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

to me personally known, who being by me duly sworn, did say that they are President and Secretary respectively, of said Corporation, that the Seal affixed to said instrument is the Seal of said Corporation and that said instrument was signed and sealed on behalf of the said Corporation by authority of its Board of Directors, and the said

acknowledged execution of said instrument to be the voluntary act and Corporation, by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal, the day and year above written.

Signature:
Print or Type Name:

My commission expires Notary Public in and for County