RIGHT-OF-WAY AGREEMENT

Tract No. M-2
Line Patterson Tap - Madison Co.

THIS AGREEMENT, made and entered into this 7th day of March, 19 77
by and between City of Winterset

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 East 33 feet of the North 120 feet of the Southwest Quarter Fractional of the Northwest Quarter Fractinnal (SW¼ Frac. NW¼ Frac.); the North 120 feet of the Southeast Quarter of the Northwest Quarter Fractional (SE¼NW¼ Frac.) lying West of the Highway and West of Lot 3, and Lot 3 of the Southeast Quarter of the Northwest Quarter Fractional (SE¼NW¼ Frac.) all in Section 7, Township 75 North, Range 27 West of the 5th P.M.

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

A 35 strip of land on either side of the center line of the 69 KV electric transmission line as built on the above described premises

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $4.50

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 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 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 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 City of Winterset of Winterset, Iowa (address) as agent for the grantor.

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.

IN WITNESS WHEREOF, the parties hereto have signed their names, on the date first written above.

GRANTOR

Attest: [illegible]
City Clerk
O. D. Simmons

Mayor of the City of Winterset, Iowa
Bernard Morrissey

CENTRAL IOWA POWER COOPERATIVE
Grantee

By Merrill D. Buckley
Merrill D. Buckley

IND. ✓
REC. ✓
PAGE ✓

CERTIFICATE OF ACKNOWLEDGEMENT—Individual

STATE OF .....
County of ..... } SS:

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.

NOTARIAL SEAL MERRILL D. BUCKLEY My Commission Expires September 30, 1977

Signature: Merrill D. Buckley

Print or Type Name:

My commission expires ..... Notary Public in and for ..... County .....

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County of ..... } SS:

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..... 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 Iowa
County of Madison } SS:

On this 7th day of March A. D., 19 77, before me, a Notary Public, personally appeared Bernard Morrissey and O. D. Simmons to me personally known, who being by me duly sworn, did say that they are Mayor ~~President~~ and City Clerk ~~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~~ City Council, and the said Bernard Morrissey and O. D. Simmons acknowledged execution of said instrument to be the voluntary act and deed of said 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.

NOTARIAL SEAL MERRILL D. BUCKLEY My Commission Expires September 30, 1977

Signature: Merrill D Buckley

Print or Type Name: Merrill D. Buckley

My commission expires 9-30-77 Notary Public in and for Madison County Iowa