# RIGHT-OF-WAY AGREEMENT

Tract No. .....
Line .....

THIS AGREEMENT, made and entered into this 16th day of August, 19 79
by and between ~~Paul M. White~~ and Central Iowa Power Cooperative
Patricia Barry
Priscilla W. Dunn
Alma Robins White, a widow

husband and wife, of the County of Orange & Los Angeles and State of California, 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 West 30 feet of the S½ of the NW Frc'l ¼ of the SW¼; the SW Frc'l ¼ of the SW¼, and all that part of the S½NE¼SW¼ and of the SE¼SW¼ lying W. of the old abandoned public highway of Section 6, Township 75 N., Range 27 W. of the 5th P.M., AND the West 30 feet of all that part of the N Frc'l ½ of the NW¼ of Section 7, lying W. of the old abandoned public highway, except a tract of land 8 rods N. and S. and 20 rods E. and W. in the SE corner of the NW Frc'l ¼ of the NW¼ of Section 7, all in Township 75 N., Range 27 W. of the 5th P.M., Madison County, Iowa AND the East 20 feet of the SE¼NE¼ and the E½NE¼NE¼ of Section 12, Township 75 N., Range 28 West of the 5th P.M. AND the East 20 feet of the SE¼SE¼ of Section 1, Township 75 N., Range 28 W. of the 5th P.M., except a tract described as follows: Commencing at the SW corner of said 40 acre tract, and running thence N. 71 rods, thence E. 20 feet, thence S. 71 rods, thence W. 20 feet to the place of beginning, all in Madison County, Iowa.

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 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 Alma R. White 2023 Carey Avenue (address) of Davenport, Iowa 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 clearence 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

Alma Robbins White
~~Alma Robins White~~

Paul M. White
~~Paul M. White~~

Patricia Barry
Patricia Barry

Priscilla W. Dunn
~~Priscilla W. Dunn~~

CENTRAL IOWA POWER COOPERATIVE
Grantee

By R. T. Dickey

Compared

FILED NO. 697
BOOK 112 PAGE 728
1979 OCT 22 PM 3:19
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee 6 00

IND. ✓
REC. ✓
PAGE ✓

**CERTIFICATE OF ACKNOWLEDGEMENT—Individual**

STATE OF Iowa } SS:
County of Scott

On this 16th day of August A. D., 19 79, before me, a Notary Public, personally appeared Alma Babbitt White, a widow

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: Florence L. Thesen

Print or Type Name:

My commission expires Sept. 30, 1980 Notary Public in and for Scott County Iowa

**CERTIFICATE OF ACKNOWLEDGEMENT—Individual**

not applicable

STATE OF } SS:
County of Yolo

On this 27th day of August A. D., 19 79, before me, a Notary Public, personally appeared Paul W. White

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

ANDREW THOMPSON, JR.
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires July 16, 1982

Signature: Andrew Thompson, Jr.

Print or Type Name: Andrew Thompson, Jr.

My commission expires July 16, 1982 Notary Public in and for Yolo County

**CERTIFICATE OF ACKNOWLEDGEMENT—Individual**

STATE OF Missouri } SS:
County of Jackson

On this 8th day of October A. D., 19 79, before me, a Notary Public, personally appeared Patricia Barry

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: Fay B. Williams

Print or Type Name: FAY B. WILLIAMS

My Commission Expires Feb. 11, 1983

My commission expires Notary Public in and for Jackson County Missouri

**CERTIFICATE OF ACKNOWLEDGEMENT—Individual**

STATE OF Missouri } SS:
County of Jackson

On this 8th day of October A. D., 19 79, before me, a Notary Public, personally appeared Priscilla A. Dunn

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: Fay B. Williams

Print or Type Name: FAY B. WILLIAMS

My Commission Expires Feb. 11, 1983

My commission expires Notary Public in and for Jackson County Missouri

**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 and 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.

Signature:

Print or Type Name:

My commission expires Notary Public in and for County

Central Power Book 437, Auston
also mike Swift