# RIGHT-OF-WAY AGREEMENT

Tract No.
Line Winterset City Tap rebuild

THIS AGREEMENT, made and entered into this third day of November, 19 79
by and between Leo Benoit and Gladys Benoit, H/W,
Jack L. Benoit and Patricia Benoit

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 NE¼SE¼ and the SE¼NE¼ of Section 1, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa and a tract described as follows: Beginning 1222.5 feet south of the NE corner of Section 1, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, and on the east line of the NE¼ of said Section 1, thence north 90 degrees 00' west 533.2 feet; thence north 0 degrees 20' west 90.0 feet; thence north 68 degrees 20' west 50.0 feet; thence south 89 degrees 40' west 94.6 feet; thence continuing south 89 degrees 40' west 638.4 feet to the west line of the NE¼NE¼ of Section 1, thence south 0 degrees 00' west 216.7 feet; thence south 89 degrees 20' east along the south line of the NE¼NE¼ of said Section 1 a distance of 1313.4 feet to the east line of the NE¼ of said Section 1; thence north 0 degrees 06' west 173.0 feet to the point of beginning.
And that part of the S Frc'l ½ of the NW¼ and the N½N½SW¼ of Section 6, Township 75 North, Range 27 West of the 5th P.M., lying and being west of U.S. Highway No. 169.
The routing of said electric line across the above described real estate being as follows: A 69 kV single pole electric transmission line located approximately along the section line between said Sections 1 and 6. Grantor retains the right to construct dwellings, streets, etc., in vicinity of the line, subject to the clearance of the Codes specified below, for safety. Grantor agrees to notify Grantee in the event of such construction to insure adequate safe clearances are maintained.
easement strip limited to 15' each side of pole line - owner reserves right to build dam & track water
Mr. Benoit get all the oil poles - no more tree trimming than necessary - 11-3-79 Under line M.S.

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 three thousand five hundred dollars ($3500.00) 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 Jack Benoit of Winterset, 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 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.

790
FILED NO.
BOOK 112 PAGE 738
1979 NOV -5 PM 2:43
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Free 6.00

GRANTOR

Leo Benoit Leo Benoit

Gladys Benoit Gladys Benoit

Jack L. Benoit Jack L. Benoit

Patricia Benoit Patricia Benoit

CENTRAL IOWA POWER COOPERATIVE
Grantee

By Michael B. Swift

REAL ESTATE TRANSFER TAX
—61—
mw
- 2 NOV 79
11-5-79
$003.30 TRANSFER FEE

**CERTIFICATE OF ACKNOWLEDGEMENT—Individual**

STATE OF Iowa } SS:
County of Madison

On this 5th day of November A. D., 1979, before me, a Notary Public, personally appeared Leo Benoit, Gladys Benoit, Jack L. Benoit and Patricia Benoit

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.

CHARLES E. TUCKER JR.
MY COMMISSION EXPIRES
9-30-81

Signature: Charles E. Tucker Jr.
Print or Type Name: Charles E. Tucker, Jr.

My commission expires 9-30-81 Notary Public in and for Madison County Iowa

**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

Mike Shultz
Central Iowa Power Coop
Box 437 - Creston

**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