IND. ✓
REC. ✓
PAGE ✓

RIGHT-OF-WAY AGREEMENT

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

THIS AGREEMENT, made and entered into this 15th day of August, 19 79
by and between Madison County Historical Society, Inc.

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 20 feet of a tract of land described as Beginning at a point 173 feet north of the Southeast corner of the NE¼ of the NE Frc'l ¼ of Section 1, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, running thence West 533.2 feet; thence North 0 degrees 20' West 90 feet; thence North 68 degrees 20' West 50 feet; thence South 89 degrees 40' West 94.6 feet; thence North 16 degrees 53' East 74.5 feet; thence North 383 feet; thence North 89 degrees 54' East 657 feet to the East line of said NE¼NE¼; thence South to the point of beginning, excepting therefrom a tract described as follows: Commencing 66 feet South and 66 feet East of the Northwest corner of the above described tract running thence South 300 feet; thence East 50 feet; thence South 50 feet; thence East 187 feet; thence North 350 feet; thence West 237 feet to the point of beginning; ALSO the West 30 feet of all that part of the W½ of the NW Frc'l ¼ of the NW¼ of Section 6, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa, lying and being West of the public highway.

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 June M. Kaser 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

Compared

MADISON COUNTY HISTORICAL SOCIETY, INC.

BY June M. Kaser - President

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1979 OCT -8 PM 12:01

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $6.00

CENTRAL IOWA POWER COOPERATIVE
Grantee

By R. L. Goeken
R. L. Goeken

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.

Signature:
.....
Print or Type Name:

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

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.

Signature:
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Print or Type Name:

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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.

Signature:
.....
Print or Type Name:

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

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.

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 15th day of August A. D., 19 79, before me, a Notary Public, personally appeared June M. Kaser, ~~xxx~~ to me personally known, who being by me duly sworn, did say that ~~xxxxxx~~ she is ~~xxxxxxxxxxxxxxxx~~ President ~~xxxx~~ ~~xxxxxxxxxxxxxxxx~~, 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 June M. Kaser ~~xxx~~ 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
DALE R. DARNOLD
MY COMMISSION EXPIRES
9-30-80

Signature: Dale R. Darnold
Print or Type Name: Dale R. Darnold

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

Pick up