RIGHT-OF-WAY AGREEMENT

Tract No. NVP-
Line New Vienna-Freiler Tap 69KV Single Pole

THIS AGREEMENT, made and entered into this 16th day of December, 1992

and to be filed for recording on or after the 25th day of December, 1992

by and between Mary Bildstein, a widow, Contract Seller; and Ernest Wulfekuhle and JoAnn Wulfekuhle, Contract Buyers

husband and wife, of the County of Delaware 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 Delaware, State of Iowa, to-wit:

The southerly forty (40) feet; and the easterly forty (40) feet, less the southerly forty (40) feet thereof, of the North-Half of the Northwest Quarter of Section 12, Township 89 North, Range 3 West of the 5th P.M.

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

This agreement to allow for the overhang of crossarms, insulators and conductors on the above described property. No poles or anchors will be placed on the property, and as part of this agreement the existing guy wires and anchors near the northeast corner of the said North-Half of the Northwest Quarter of Section 12, will be removed.

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 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 Ernest and JoAnn Wulfekuhle of RR#2, Box 43 as agent for the grantor.
(address) Earlville, Ia. 52041

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.

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

Mary Bildstein
Mary Bildstein

Ernest Wulfekuhle
Ernest Wulfekuhle

JoAnn Wulfekuhle
JoAnn Wulfekuhle

CENTRAL IOWA POWER COOPERATIVE
Grantee

By Gary H. Clarin
Gary H. Clarin

FILE No. 248-1945
RECORDING FEE $ 10.00
TRANSFER FEE $

FILED FOR RECORD THE 28 DAY OF December, 1992 AT 2:17 O'CLOCK P M. BOOK 3 PAGE 195

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

CERTIFICATE OF ACKNOWLEDGEMENT—Individual

STATE OF Iowa } SS:
County of Dubuque

On this 28th day of ~~November~~ December A. D., 19 92, before me, a Notary Public, personally appeared Mary Bildstein

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: Joyce Wessels
Print or Type Name: Joyce Wessels

My commission expires 05/12/94 Notary Public in and for Dubuque County Iowa

CERTIFICATE OF ACKNOWLEDGEMENT—Individual

STATE OF Iowa } SS:
County of Dubuque

On this 28th day of December A. D., 19 92, before me, a Notary Public, personally appeared JoAnn Wulfekuhle & Ernest Wulfekuhle

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.

Signature: Joyce Wessels
Print or Type Name: Joyce Wessels

My commission expires 05/12/94 Notary Public in and for Dubuque 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—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: .....
Type Name:

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

RETURN TO: GARY H. CLARIN, ULTIEG ENGINEERS 1569 Fargo, ND 58107

Central Iowa Power Cooperative To Mary Bildstein, Et al

248-1945 DELAWARE COUNTY IOWA FILED '92 DEC 28 PM 2 BOOK 3 PAGE 195 RECORDER $10.00