RIGHT-OF-WAY AGREEMENT

Tract No. NVP-13

Line New Vienna-Pfeiler 69KV Single Pole

THIS AGREEMENT, made and entered into this 24th day of February, 1993 by and between Donald T. Recker and Joan L. Recker, husband and wife of the County of Delaware and State of Iowa, 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 northerly twenty-five (25) feet of the easterly two-hundred forty-five (245) feet of the South-Half of the Northeast Quarter of Section 11, Township 89 North, Range 3 West of the 5th P.M.. Subject to public road right of way.

This agreement to allow for the installation of one (1) stub-pole and two (2) anchors, with associated down guys. Said stub-pole to be located approximately 208 feet west of the east line of the above described tract of land, with the said anchors to extend west of the stub-pole, not more than 36 feet. Said anchors to be within 2 feet, and on the south side of the existing east-west fence line.

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 the undersigned 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. Grantors agree that they will not construct or place any buildings, structures, plants, or other obstructions on the property described above which would result in a violation of the minimum clearance requirements of the National Electric Safety Code, or any other applicable code or statute, or would interfere with the operation and maintenance of the line.

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.

GRANTEE

Central Iowa Power Cooperative

By Gary H. Clarin
Gary H. Clarin

GRANTOR

* Donald T. Recker
Donald T. Recker

Joan L. Recker
Joan L. Recker

* Under penalties of perjury, I certify that | | | | | | | | | | is my correct Taxpayer Identification Number.

CERTIFICATE OF ACKNOWLEDGEMENT - Individual

STATE OF IOWA

County of DUBUQUE (SS:

On this 24th day of February A.D., 1993, before me, a Notary Public, personally appeared Donald T. Recker and Joan L. Recker

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 Sharleen A. Boeckenstedt

My commission expires 5-7-93 Notary Public in and for Dubuque County Iowa

FILE No. 266-2656
RECORDING FEE $ 5.00
TRANSFER FEE $

FILED FOR RECORD THE 8 DAY OF March, 1993 AT 1:16 O'CLOCK P.M. BOOK 3 PAGE 225

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