ASSIGNMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Central Iowa Power Cooperative, an Iowa cooperative corporation with its principal place of business in Cedar Rapids, Linn County, Iowa, (hereinafter "CIPCO"), hereby assigns to Interstate Power Company, with its primary place of business in Dubuque, Dubuque County, Iowa, (hereinafter "Interstate Power Company") all of CIPCO's right, title, and interest in and to certain easements for electric transmission line right-of-way located in Delaware County, Iowa, to wit:

An easement dated May 9, 1962, filed October 1, 1963, in Book J. at Page 505.

An easement dated May 9, 1962, ~~filed October 1, 1963, in Book _____ at Page _____~~.

An easement dated May 10, 1962, filed October 1, 1963, in Book J at Page 501.

An easement dated May 10, 1962, filed October 1, 1963, in Book J at Page 497.

An easement dated May 15, 1962, filed October 1, 1963, in Book J at Page 510.

Copies of said easements are attached hereto, marked Exhibits 1 through 5, respectively, and by this reference made a part hereof.

CIPCO also assigns to Interstate Power Company all of CIPCO's right, title, and interest in and to that portion of the franchise granted by the Iowa State Commerce Commission in Docket No. D-17487 on December 23, 1974, Franchise No. 14038, which granted Maquoketa the right to construct, operate, and maintain an electric transmission line along the underlined portion of the route described in Exhibit 6, attached hereto and by reference made a part hereof.

EXECUTED at Cedar Rapids, Iowa this 15th day of March, 1993.

CENTRAL IOWA POWER COOPERATIVE

By: James Wendstrand
President James Wendstrand

By: Dale R. Newman
Secretary Dale R Newman

FILE No. 20-2858
RECORDING FEE $ 89.00
TRANSFER FEE $

FILED FOR RECORD THE 22 DAY OF Mar, 19 94 AT 11:00 O'CLOCK A. M. BOOK 4 PAGE 207

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

STATE OF IOWA)
) SS:
COUNTY OF LINN)

On this 15th day of MARCH, 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared JAMES INGSTRAD and DALE NEWMAN, to me personally known, who, after first duly sworn on oath, did depose and state that they are the PRESIDENT and SECRETARY, respectively of Central Iowa Power Cooperative, who executed the foregoing document; that the seal affixed thereto is the seal of said corporation; that said document was signed on behalf of the corporation with full authority of its Board of Directors; and that the said PRESIDENT and SECRETARY, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the corporation, and by it and by them voluntarily executed.

MICHAEL P. JOYCE Iowa SEAL

Notary Public in and for the
State of ~~Iowa~~ MICHAEL P. JOYCE

EXHIBIT 1

RIGHT OF WAY AGREEMENT
(Single Pole Structure)

Tract No. .....
Line Petersburg
CYRIL H.

THIS AGREEMENT, made this 9 day of May, 19 62, between [redacted]
Mary A. Millenkamp, widow
Millenkamp BERNADETTE MILLENKAMP, husband and wife, Grantors, and Central Iowa Power Cooperative, Grantee, its successors or assigns, in consideration of the total sum computed in accordance with the table which follows, and the use of land affected at date of final settlement:

For each pole, the center of which is located not more than three feet from the existing property line or property line fence, or in permanent pasture, or in wooded land, the sum of ..... $ 25.00
For all other poles 125.00
For each down guy and anchor entering the ground not more than three feet from the existing property line or property line fence or in permanent pasture, or in wooded land, the sum of 15.00
For each down guy and anchor in cultivated land, the sum of 50.00
For overhang only where no construction will be on the property, per 80 rods or portion thereof 25.00

of which the sum of One hundred-00/100 dollars has been paid to the Grantors herewith by the Grantee [and receipt of which is hereby acknowledged] and the balance of which is payable by the Grantee when construction is completed, do hereby grant, bargain, and convey to Central Iowa Power Cooperative, Grantee, its successors and assigns, the right, privilege and authority to construct, reconstruct, repair, maintain, operate, and remove an electric transmission line consisting of poles, cross arms, insulators, wires, conductors, guy wires, anchors and other necessary fixtures and equipment for transmitting electricity upon, over, and across the following described lands in

Delaware County, State of Iowa, to-wit:—

The North ½ of the NE¼ of Section 8, and the NW¼ of the NW ¼ of Section 9, TWP 89 North, R 3, West of 5th P.M.

The routing of said electric transmission line across the above described real property being as follows:

Overha ng along South property line of N ½ NE¼ and center line to be about one foot north of and parallel to county road along south side of NW¼ NW¼ of Sec 9 with anchor in west fence line in S W corner thereof.

together with reasonable access thereto for the construction, operation and maintenance of said electric transmission line, and together with the right to trim or cut such trees and brush as may be necessary to efficiently construct, maintain, and operate said transmission line with the express provision that all trees or limbs of trees or brush within 25 feet of the center line of said transmission line, and any other trees beyond 25 feet of the said center line, which in falling would touch the transmission line, may be cut. If this agreement is for overhang only, then it is further agreed that if, because of deviation of the fence line, it becomes necessary to place poles on this property, they shall be paid for according to the table shown above.

The Grantee, its successors and assigns, shall hold the Grantors harmless from, and reimburse the Grantors for, all damages to real estate, fences, livestock, or crops of the Grantors or their tenant, which may result from the construction, operation, and maintenance of said electric transmission line, except damages caused by the negligence of Grantors or their tenant. If the parties do not agree, such damage shall be determined by the Township Trustees acting as a Board of Arbitration in said matter.

The Grantee shall have the right of necessary access over and across the property of the Grantors to locate, survey, lay out or perform other preliminary and preparatory operations before actual construction of said electric transmission line is commenced.

In the event Central Iowa Power Cooperative does not commence construction of said electric transmission line within five years from the date hereof, then this agreement shall be null and void and of no further force and effect, except that the Grantors shall retain the initial payment, hereinbefore referred to, made to them by Central Iowa Power Cooperative. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns, and continue so long as Grantee or its successors and assigns shall desire to use said line for the transmission of electricity, but shall terminate automatically one year from the date that Central Iowa Power Cooperative abandons and removes its equipment and materials therefrom.

Grantor designates CYRIL H. MILLENKAMP [name] of DYERSVILLE, IA [address] to receive all compensation in connection with this agreement as grantors' agent.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the 9 day of May, 19 62

X Mary A. Millenkamp
Mary A. Millenkamp

X Cyril H. Millenkamp
Cyril H. Millenkamp

X Bernadette Millenkamp
Bernadette Millenkamp

Grantors

CENTRAL IOWA POWER COOPERATIVE, Grantee

By Jerry Knudsen
Its Authorized Agent
Jerry Knudsen

STATE OF IOWA,
COUNTY OF Delaware } ss.

On this 9 day of May 1962, before me, a Notary Public in and for said County and State, personally appeared Cyril H. Millenkamp and Bernadette Millenkamp, husband and wife and Mary A. Millenkamp, widow to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

F. M. Wooster

Notary Public in and for Delaware County, Iowa

My commission expires July 4, 1963

FINAL PAYMENT RECEIPT

We, the undersigned Grantors in the foregoing Right of Way Agreement, dated the 9 day of May, 1962, hereby acknowledge payments by the Grantee of the sum of $90.00, being the full amount due from the structure schedule in said Agreement and tabulated herein, and that said Right of Way Agreement is now in full force and effect.

Units No.	Type	$	
5	Poles	$ 25.00	125.00
—	Poles	$125.00	—
1	Anchors	$ 15.00	15.00
—	Anchors	$ 50.00	—
—	Overhang	$ 25.00	50.00
	Total		$190.00
	Less Initial Payment		$100.00
	Final Payment		$ 90.00

Dated this 3 day of May, 1963

Witness: Signed:

Jerry Knudsen

Bernadette Millenkamp

RECORDED
DELAWARE COUNTY IOWA
FILED
OCT 1 8 58 AM 1963
BOOK Q PAGE 595
RECORDER

Cyril H. Millenkamp et ux to Central Iowa Power Co.

172-3 3/9

Petersburg Twp #36

EXHIBIT 2

RIGHT OF WAY AGREEMENT
(Single Pole Structure)

Tract No. .....

Line .....

THIS AGREEMENT, made this 9 day of May, 19 62, between Arthur G. Wessels and Clara Wessels, husband and wife, Grantors, and Central Iowa Power Cooperative, Grantee, its successors or assigns, in consideration of the total sum computed in accordance with the table which follows, and the use of land affected at date of final settlement:

For each pole, the center of which is located not more than three feet from the existing property line or property line fence, or in permanent pasture, or in wooded land, the sum of	$ 25.00
For all other poles	125.00
For each down guy and anchor entering the ground not more than three feet from the existing property line or property line fence or in permanent pasture, or in wooded land, the sum of	15.00
For each down guy and anchor in cultivated land, the sum of	50.00
For overhang only where no construction will be on the property, per 80 rods or portion thereof	25.00

of which the sum of One Hundred and no/100 dollars has been paid to the Grantors herewith by the Grantee [and receipt of which is hereby acknowledged] and the balance of which is payable by the Grantee when construction is completed, do hereby grant, bargain, and convey to Central Iowa Power Cooperative, Grantee, its successors and assigns, the right, privilege and authority to construct, reconstruct, repair, maintain, operate, and remove an electric transmission line consisting of poles, cross arms, insulators, wires, conductors, guy wires, anchors and other necessary fixtures and equipment for transmitting electricity upon, over, and across the following described lands in

Delaware County, State of Iowa, to-wit:—

The South ½ of the NE¼ and the NW¼ of the SE¼ and North ½ of the NE¼ of the SE ¼ and NE¼ of the SE¼ of Section 8, TWP 89 North, R 3, West of 5th P.M.

The routing of said electric transmission line across the above described real property being as follows:

Center line to be about 1 foot South of and parallel to the North property line. Anchors in NE corner

together with reasonable access thereto for the construction, operation and maintenance of said electric transmission line, and together with the right to trim or cut such trees and brush as may be necessary to efficiently construct, maintain, and operate said transmission line with the express provision that all trees or limbs of trees or brush within 25 feet of the center line of said transmission line, and any other trees beyond 25 feet of the said center line, which in falling would touch the transmission line, may be cut. If this agreement is for overhang only, then it is further agreed that if, because of deviation of the fence line, it becomes necessary to place poles on this property, they shall be paid for according to the table shown above.

The Grantee, its successors and assigns, shall hold the Grantors harmless from, and reimburse the Grantors for, all damages to real estate, fences, livestock, or crops of the Grantors or their tenant, which may result from the construction, operation, and maintenance of said electric transmission line, except damages caused by the negligence of Grantors or their tenant. If the parties do not agree, such damage shall be determined by the Township Trustees acting as a Board of Arbitration in said matter.

The Grantee shall have the right of necessary access over and across the property of the Grantors to locate, survey, lay out or perform other preliminary and preparatory operations before actual construction of said electric transmission line is commenced.

In the event Central Iowa Power Cooperative does not commence construction of said electric transmission line within five years from the date hereof, then this agreement shall be null and void and of no further force and effect, except that the Grantors shall retain the initial payment, hereinbefore referred to, made to them by Central Iowa Power Cooperative. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns, and continue so long as Grantee or its successors and assigns shall desire to use said line for the transmission of electricity, but shall terminate automatically one year from the date that Central Iowa Power Cooperative abandons and removes its equipment and materials therefrom.

Grantor designates Arthur G. Wessels [name] of Petersburg, Iowa [address] to receive all compensation in connection with this agreement as grantors' agent.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the 9 day of May, 19 62

X Arthur G Wessels
Arthur G. Wessels

X Clara Wessels
Clara Wessels
Grantors

CENTRAL IOWA POWER COOPERATIVE, Grantee

By Jerry Knudsen
Its Authorized Agent

STATE OF IOWA,
COUNTY OF Delaware } ss.

On this 9 day of May 1962 before me, a Notary Public in and for said County and State, personally appeared Arthur G. Wessels and Clara Wessels, husband and wife to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Notary Public in and for Delaware County, Iowa

My commission expires July 4, 1963

FINAL PAYMENT RECEIPT

We, the undersigned Grantors in the foregoing Right of Way Agreement, dated the _____ day of _____, 19__, hereby acknowledge payments by the Grantee of the sum of $_____, being the full amount due from the structure schedule in said Agreement and tabulated herein, and that said Right of Way Agreement is now in full force and effect.

Units			
No.	Type	$	
8	Poles	$ 25.00	200.00
—	Poles	$125.00	—
—	Anchors	$ 15.00	—
3	Anchors	$ 50.00	150.00
—	Over-hang	$ 25.00	—
	Total		$350.00
	Less Initial Payment		$100.00
	Final Payment		$250.00

Dated this 6 day of May 19 63

Witness: Jerry Knudsen

Signed: X Arthur G Wessels

EXHIBIT 3

RIGHT OF WAY AGREEMENT
(Single Pole Structure)

Tract No. #37

Line Petersburg Jct

THIS AGREEMENT, made this 10 day of May, 1962, between Rose Knipper, widow, Grantors, and Central Iowa Power Cooperative, Grantee, its successors or assigns, in consideration of the total sum computed in accordance with the table which follows, and the use of land affected at date of final settlement:

For each pole, the center of which is located not more than three feet from the existing property line or property line fence, or in permanent pasture, or in wooded land, the sum of	$ 25.00
For all other poles	125.00
For each down guy and anchor entering the ground not more than three feet from the existing property line or property line fence or in permanent pasture, or in wooded land, the sum of	15.00
For each down guy and anchor in cultivated land, the sum of	50.00
For overhang only where no construction will be on the property, per 80 rods or portion thereof	25.00

of which the sum of One Hundred & 00/100 dollars has been paid to the Grantors herewith by the Grantee [and receipt of which is hereby acknowledged] and the balance of which is payable by the Grantee when construction is completed, do hereby grant, bargain, and convey to Central Iowa Power Cooperative, Grantee, its successors and assigns, the right, privilege and authority to construct, reconstruct, repair, maintain, operate, and remove an electric transmission line consisting of poles, cross arms, insulators, wires, conductors, guy wires, anchors and other necessary fixtures and equipment for transmitting electricity upon, over, and across the following described lands in Delaware County, State of Iowa, to-wit:—

The NE¼ of the SW¼ and the East½ of NW¼ of Section 9, TWP 89 North, R 3, West of the 5th P.M.

The routing of said electric transmission line across the above described real property being as follows:

Center line to be about 1 foot North of and parallel to the South line fence of the NE¼ of the NW¼ of the above described property, and anchors in the east property line fence of the NE¼ NW¼

together with reasonable access thereto for the construction, operation and maintenance of said electric transmission line, and together with the right to trim or cut such trees and brush as may be necessary to efficiently construct, maintain, and operate said transmission line with the express provision that all trees or limbs of trees or brush within 25 feet of the center line of said transmission line, and any other trees beyond 25 feet of the said center line, which in falling would touch the transmission line, may be cut. If this agreement is for overhang only, then it is further agreed that if, because of deviation of the fence line, it becomes necessary to place poles on this property, they shall be paid for according to the table shown above.

The Grantee, its successors and assigns, shall hold the Grantors harmless from, and reimburse the Grantors for, all damages to real estate, fences, livestock, or crops of the Grantors or their tenant, which may result from the construction, operation, and maintenance of said electric transmission line, except damages caused by the negligence of Grantors or their tenant. If the parties do not agree, such damage shall be determined by the Township Trustees acting as a Board of Arbitration in said matter.

The Grantee shall have the right of necessary access over and across the property of the Grantors to locate, survey, lay out or perform other preliminary and preparatory operations before actual construction of said electric transmission line is commenced.

In the event Central Iowa Power Cooperative does not commence construction of said electric transmission line within five years from the date hereof, then this agreement shall be null and void and of no further force and effect, except that the Grantors shall retain the initial payment, hereinbefore referred to, made to them by Central Iowa Power Cooperative. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns, and continue so long as Grantee or its successors and assigns shall desire to use said line for the transmission of electricity, but shall terminate automatically one year from the date that Central Iowa Power Cooperative abandons and removes its equipment and materials therefrom.

Grantor designates Rose Knipper [name] of Dyersville, Iowa [address] to receive all compensation in connection with this agreement as grantors' agent.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the 10 day of May, 1962.

X Rose Knipper
Rose Knipper
Grantors

Grantors

CENTRAL IOWA POWER COOPERATIVE, Grantee

By Jerry Knudsen
Its Authorized Agent
Jerry Knudsen

STATE OF IOWA,
COUNTY OF Delaware } ss.

On this 10 day of May, 1962, before me, a Notary Public in and for said County and State, personally appeared Rose Knipper, Widow and _____ to me known to be the persons named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

F. M. Wooster

Notary Public in and for Delaware County, Iowa

My commission expires July 4, 1963

FINAL PAYMENT RECEIPT

We, the undersigned Grantors in the foregoing Right of Way Agreement, dated the 7 10 day of May, 1962, hereby acknowledge payments by the Grantee of the sum of $ 65.00, being the full amount due from the structure schedule in said Agreement and tabulated herein, and that said Right of Way Agreement is now in full force and effect.

Units			
No.	Type	$	
5	Poles	$ 25.00	125.00
	Poles	$125.00	
2	Anchors	$ 15.00	30.00
	Anchors	$ 50.00	
	Over-hang	$ 25.00	
	Total		$165.00
	Less Initial Payment		$100.00
	Final Payment		$ 65.00

Dated this 3 day of May 1963

Witness: Signed:

Jerry Knudsen — Jerry Knudsen

Mrs. Rose Knipper — Mrs. Rose Knipper

Rose Knipper to Central Iowa Power Co.

Central Iowa Power Co.

OCT 1 9 00 AM 1963
DELAWARE COUNTY IOWA
FILED
BOOK Q PAGE 501
RECORDER

172-3321

EXHIBIT 4

RIGHT OF WAY AGREEMENT
(Single Pole Structure)

Tract No. Petersburg tap #3?

Line

THIS AGREEMENT, made this 10 day of May, 1962, between Frank Wegmann and Rosella Wegmann, husband and wife, Grantors, and Central Iowa Power Cooperative, Grantee, its successors or assigns, in consideration of the total sum computed in accordance with the table which follows, and the use of land affected at date of final settlement:

For each pole, the center of which is located not more than three feet from the existing property line or property line fence, or in permanent pasture, or in wooded land, the sum of $ 25.00
For all other poles 125.00
For each down guy and anchor entering the ground not more than three feet from the existing property line or property line fence or in permanent pasture, or in wooded land, the sum of 15.00
For each down guy and anchor in cultivated land, the sum of 50.00
For overhang only where no construction will be on the property, per 80 rods or portion thereof 25.00

of which the sum of One hundred ~~00~~ dollars has been paid to the Grantors herewith by the Grantee [and receipt of which is hereby acknowledged] and the balance of which is payable by the Grantee when construction is completed, do hereby grant, bargain, and convey to Central Iowa Power Cooperative, Grantee, its successors and assigns, the right, privilege and authority to construct, reconstruct, repair, maintain, operate, and remove an electric transmission line consisting of poles, cross arms, insulators, wires, conductors, guy wires, anchors and other necessary fixtures and equipment for transmitting electricity upon, over, and across the following described lands in Delaware County, State of Iowa, to-wit:—

The SW¼ of the NE¼ and the NW¼ of the SE¼ of Section 9, TWP 89 North, R 3, West of the 5th P.M.

The routing of said electric transmission line across the above described real property being as follows:

Center line to be about 1 foot SOUTH [redacted] and parallel to the North property line of the above described property, and anchors as necessary in the NW Corner of the SW¼ NE¼

together with reasonable access thereto for the construction, operation and maintenance of said electric transmission line, and together with the right to trim or cut such trees and brush as may be necessary to efficiently construct, maintain, and operate said transmission line with the express provision that all trees or limbs of trees or brush within 25 feet of the center line of said transmission line, and any other trees beyond 25 feet of the said center line, which in falling would touch the transmission line, may be cut. If this agreement is for overhang only, then it is further agreed that if, because of deviation of the fence line, it becomes necessary to place poles on this property, they shall be paid for according to the table shown above.

The Grantee, its successors and assigns, shall hold the Grantors harmless from, and reimburse the Grantors for, all damages to real estate, fences, livestock, or crops of the Grantors or their tenant, which may result from the construction, operation, and maintenance of said electric transmission line, except damages caused by the negligence of Grantors or their tenant. If the parties do not agree, such damage shall be determined by the Township Trustees acting as a Board of Arbitration in said matter.

The Grantee shall have the right of necessary access over and across the property of the Grantors to locate, survey, lay out or perform other preliminary and preparatory operations before actual construction of said electric transmission line is commenced.

In the event Central Iowa Power Cooperative does not commence construction of said electric transmission line within five years from the date hereof, then this agreement shall be null and void and of no further force and effect, except that the Grantors shall retain the initial payment, hereinbefore referred to, made to them by Central Iowa Power Cooperative. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns, and continue so long as Grantee or its successors and assigns shall desire to use said line for the transmission of electricity, but shall terminate automatically one year from the date that Central Iowa Power Cooperative abandons and removes its equipment and materials therefrom.

Grantor designates FRANK WEGMAN [name] of DYERSVILLE, IA [address] to receive all compensation in connection with this agreement as grantors' agent.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the 10 day of May, 1962

X Frank Wegmann
Frank Wegmann
X Rosella Wegmann
Grantors
Rosella Wegmann

Grantors

CENTRAL IOWA POWER COOPERATIVE, Grantee

By Jerry Knudsen
Its Authorized Agent
Jerry Knudsen

STATE OF IOWA,
COUNTY OF Delaware } ss

On this 10 day of May, 1962, before me, a Notary Public in and for said County and State, personally appeared Frank Wegmann and Rosella Wegmann, husband and wife

to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

F. M. Wooster

Notary Public in and for Delaware County, Iowa

My commission expires July 4, 1963

FINAL PAYMENT RECEIPT

We, the undersigned Grantors in the foregoing Right of Way Agreement, dated the 10 day of May, 1962 hereby acknowledge payments by the Grantee of the sum of $ 50.00, being the full amount due from the structure schedule in said Agreement and tabulated herein, and that said Right of Way Agreement is now in full force and effect.

Units No.	Type	$	
4	Poles	$ 25.00	100.00
—	Poles	$125.00	—
—	Anchors	$ 15.00	—
1	Anchors	$ 50.00	50.00
—	Overhang	$ 25.00	—
	Total		$ 150.00
	Less Initial Payment		$ 100.00
	Final Payment		$ 50.00

Dated this 2 day of May, 1963

Witness: Signed:

Jerry Knudsen

Frank Wegmann

Frank Wegmann & wife to Central Iowa Power Coop

DELAWARE COUNTY IOWA FILED
OCT 18 52 AM 1963
BOOK Q PAGE 497
RECORDER

172-3313

EXHIBIT 5

RIGHT OF WAY AGREEMENT

(Single Pole Structure)

Tract No. Petersburg Tap

Line #39

THIS AGREEMENT, made this ..... day of 15 May 1962 between William Deppe and Rosemary Deppe, husband and wife, Clem J. Deppe and Frances Deppe, husband and wife, Lawrence Deppe and Helen Deppe, husband and wife, its successors or assigns, in consideration of the total sum computed in accordance with the table which follows, and the use of land affected at date of final settlement:

For each pole, the center of which is located not more than three feet from the existing property line or property line fence, or in permanent pasture, or in wooded land, the sum of ..... $ 25.00

For all other poles 125.00

For each down guy and anchor entering the ground not more than three feet from the existing property line or property line fence or in permanent pasture, or in wooded land, the sum of 15.00

For each down guy and anchor in cultivated land, the sum of 50.00

For overhang only where no construction will be on the property, per 80 rods or portion thereof 25.00

of which the sum of 100.00 and no/100 dollars has been paid to the Grantors herewith by the Grantee [and receipt of which is hereby acknowledged] and the balance of which is payable by the Grantee when construction is completed, do hereby grant, bargain, and convey to Central Iowa Power Cooperative, Grantee, its successors and assigns, the right, privilege and authority to construct, reconstruct, repair, maintain, operate, and remove an electric transmission line consisting of poles, cross arms, insulators, wires, conductors, guy wires, anchors and other necessary fixtures and equipment for transmitting electricity upon, over, and across the following described lands in

Delaware County, State of Iowa, to-wit:—

The N½ of the NE¼ of Section 9, TWP 89 North, R 3, West of the 5th P.M. and the N½ of the NW¼ and the N½ of the NW¼ of the NE¼ of Section 10, TWP 89 North, R 3, West of the 5th P.M.

The routing of said electric transmission line across the above described real property being as follows:

Overhang across the southwest corner of the N½ of the NE¼ of Section 9 and along the South property line of the above described property.

together with reasonable access thereto for the construction, operation and maintenance of said electric transmission line, and together with the right to trim or cut such trees and brush as may be necessary to efficiently construct, maintain, and operate said transmission line with the express provision that all trees or limbs of trees or brush within 25 feet of the center line of said transmission line, and any other trees beyond 25 feet of the said center line, which in falling would touch the transmission line, may be cut. If this agreement is for overhang only, then it is further agreed that if, because of deviation of the fence line, it becomes necessary to place poles on this property, they shall be paid for according to the table shown above.

The Grantee, its successors and assigns, shall hold the Grantors harmless from, and reimburse the Grantors for, all damages to real estate, fences, livestock, or crops of the Grantors or their tenant, which may result from the construction, operation, and maintenance of said electric transmission line, except damages caused by the negligence of Grantors or their tenant. If the parties do not agree, such damage shall be determined by the Township Trustees acting as a Board of Arbitration in said matter.

The Grantee shall have the right of necessary access over and across the property of the Grantors to locate, survey, lay out or perform other preliminary and preparatory operations before actual construction of said electric transmission line is commenced.

In the event Central Iowa Power Cooperative does not commence construction of said electric transmission line within five years from the date hereof, then this agreement shall be null and void and of no further force and effect, except that the Grantors shall retain the initial payment, hereinbefore referred to, made to them by Central Iowa Power Cooperative. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns, and continue so long as Grantee or its successors and assigns shall desire to use said line for the transmission of electricity, but shall terminate automatically one year from the date that Central Iowa Power Cooperative abandons and removes its equipment and materials therefrom.

Grantor designates Clem J. Deppe [name] of Dyersville, Iowa [address] to receive all compensation in connection with this agreement as grantors' agent.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the 15 day of May, 19 62.

x Lawrence Deppe
Lawrence Deppe

x Helen Deppe
Helen Deppe

x William Deppe
William Deppe

x Rosemary O. Deppe
Rosemary Deppe

Grantors

x Clem J. Deppe
Clem J. Deppe

x Frances Deppe
Frances Deppe

CENTRAL IOWA POWER COOPERATIVE, Grantee

By Jerry Knudsen
Its Authorized Agent
Jerry Knudsen

STATE OF IOWA, Delaware
COUNTY OF Dubuque } ss.

On this 15 day of May, 1962, before me, a Notary Public in and for said County and State, personally appeared Clem J. Deppe and Frances Deppe, husband and wife; Lawrence Deppe and Helen Deppe, husband and wife; William Deppe and Rosemary O. Deppe, husband and wife to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

F. M. Wooster

Notary Public in and for Delaware County, Iowa

My commission expires July 4, 1963

FINAL PAYMENT RECEIPT

We, the undersigned Grantors in the foregoing Right of Way Agreement, dated the _____ day of _____, 19__, hereby acknowledge payments by the Grantee of the sum of $_____, being the full amount due from the structure schedule in said Agreement and tabulated herein, and that said Right of Way Agreement is now in full force and effect.

Units			
No.	Type	$	
	Poles	$ 25.00	
	Poles	$125.00	
	Anchors	$ 15.00	
	Anchors	$ 50.00	
	Over-hang	$ 25.00	
	Total	$	
	Less Initial Payment	$	
	Final Payment	$	

Dated this _____ day of _____, 19__

Signed:

Witness:

DELAWARE COUNTY IOWA
FILED
OCT 1 9 05 AM 1962
BOOK 172 PAGE 332
BY ORDER

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EXHIBIT 6

Beginning at the southwest corner of the southeast quarter of Section Thirty-one (31), Township Eighty-seven (87) North, Range Six (6) West of the 5th P.M., thence east along the north side of the highway, or at such other portion thereof as shall be determined under Section 319.5, Code of Iowa, 1973, along the south line of said Section Thirty-one (31), and Sections Thirty-two (32) and Thirty-three (33), said township and range, one and three-fourths (1 3/4) miles.

Beginning at the northeast corner of Section Twelve (12), Township Eighty-nine (89) North, Range Three (3) West of the 5th P.M., thence west on private right of way, along the north line of said Section Twelve (12), one-half (½) mile, thence south on private right of way, along the centerline of said Section Twelve (12), one-fourth (¼) mile, thence west on private right of way, along the centerline of the north half of said Section Twelve (12), one-half (½) mile, thence continuing west along the south side of the highway, or at such other portion thereof as shall be determined under Section 319.5, Code of Iowa, 1973, along the centerline of the north half of Section Eleven (11), said township and range, one-half (½) mile, thence continuing west on private right of way, along the centerline of the north half of said Section Eleven (11), and Sections Ten (10) and Nine (9), said township and range, two (2) miles, thence continuing west along the north side of the highway, or at such other portion thereof as shall be determined under Section 319.5, Code of Iowa, 1973, along the centerline of the north half of said Section Nine (9), one-half (½) mile, thence continuing west on private right of way, along the centerline of the north half of Sections Eight (8) and Seven (7), said township and range, two (2) miles, thence south along the east side of the highway, or at such other portion thereof as shall be determined under

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Section 319.5, Code of Iowa, 1973, along the west line of said Section Seven (7), one-fourth (¼) mile.

Beginning at the northwest corner of Section Seven (7), Township Eighty-nine (89) North, Range Five (5) West of the 5th P.M., thence east on private right of way, along the north line of said Section Seven (7), and Sections Eight (8) and Nine (9), said township and range, two and four-tenths (2.4) miles, thence southeast on private right of way, across the northwest quarter of said Section Nine (9), fifteen-hundredths (.15) mile, thence south on private right of way, along the centerline of said Section Nine (9), one-fourth (¼) mile, thence east on private right of way, across the northeast quarter of said Section Nine (9), two-tenths (.2) mile, thence southeast on private right of way, across the northeast quarter of said Section Nine (9), three-tenths (.3) mile, thence east on private right of way, along the centerline of Section Ten (10), said township and range, one (1) mile, thence south along the west side of the highway, or at such other portion thereof as shall be determined under Section 319.5, Code of Iowa, 1973, along the east line of said Section Ten (10), and Section Fifteen (15), said township and range, three-fourths (3/4) mile, thence west on private right of way, along the centerline of the north half of said Section Fifteen (15) and Section Sixteen (16), said township and range, one and one-tenth (1.1) miles, thence southwest on private right of way, across said Section Sixteen (16), across the northwest quarter of Section Twenty-one (21), said township and range, and across the northeast quarter of Section Twenty (20), said township and range, one and three-fourths (1 3/4) miles, thence south along the east side of the highway, or at such other portion thereof as shall be determined under Section 319.5, Code of Iowa, 1973, across the east half of said Section Twenty (20), one-fourth (¼) mile.