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 Maquoketa Valley Rural Electric Cooperative, an Iowa cooperative corporation with its principal place of business in Anamosa, Jones County, Iowa, (hereinafter "Maquoketa") 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 April 2, 1962, ~~filed October 1, 1963, in Book _____ at Page _____~~. JaB

An easement dated May 10, 1962, filed October 1, 1963, in Book J at Page 507.

An easement dated May 14, 1962, filed October 1, 1963 in Book J at Page 509.

An easement dated May 11, 1962, filed October 1, 1963 in Book J at Page 504.

Copies of said easements are attached hereto, marked Exhibits 1 through 4, respectively, and by this reference made a part hereof.

CIPCO also assigns to Maquoketa 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 CIPCO the right to construct, operate, and maintain an electric transmission line along the underlined portion of the route described in Exhibit 5, 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 Wenstrand
James Wenstrand, President

By: Dale C. Newman
Dale Newman, Secretary

FILE No. 23-2976
RECORDING FEE $ 69.00
TRANSFER FEE $

FILED FOR RECORD THE 31 DAY OF Mar, 19 94 AT 12:45 O'CLOCK P. M. BOOK 4 PAGE 214

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 Wenstrand 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 James Wenstrand and Dale Newman, 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.



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

Petersburg tap #3,

EXHIBIT 1

RIGHT OF WAY AGREEMENT
(Single Pole Structure)

Tract No. .....

Line Petersburg

THIS AGREEMENT, made this 2nd day of April, 19 62, between Lawrence Bonert, widower, 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 NW¼ of Section 7, Twp. 89, 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 within one foot of and parallel to the south line of the North Half of the Northwest Quarter described above, and south along S½ NW¼ about one foot east of and parallel to county road along west side of property with anchors in West fence at SW corner of N½ NW¼.

J.B.

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 Lawrence Bonert [name] of Earlville, 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 2nd day of April, 19 62

Lawrence Bonert
Lawrence Bonert

Grantors

Grantors

CENTRAL IOWA POWER COOPERATIVE, Grantee

By Otto Knudsen
Its Authorized Agent

STATE OF IOWA, }
COUNTY OF Delaware } ss.

On this 2nd day of April, 1962, before me, a Notary Public in and for said County and State, personally appeared Lawrence Bonert and

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

Notary Public in and for Delaware County, Iowa

My commission expires July 4th 1963

FINAL PAYMENT RECEIPT

We, the undersigned Grantors in the foregoing Right of Way Agreement, dated the 2 day of April, 1962, hereby acknowledge payments by the Grantee of the sum of $920.00, 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
7	Poles	$125.00	875.00
3	Anchors	$ 15.00	45.00
	Anchors	$ 50.00	
	Overhang	$ 25.00	
	Total		$1020.00
	Less Initial Payment		$ 100.00
	Final Payment		$ 920.00

Dated this 7 day of May, 1963

Witness: Signed:

Jerry Knudsen

X Lawrence Bonert

EXHIBIT 2

RIGHT OF WAY AGREEMENT

(Single Pole Structure)

Tract No. Petersburg Tap #41

Line

THIS AGREEMENT, made this 10 day of May, 19 62, between Husband & Wife Alfred Koopmann & Evelyn Koopmann, 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 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 South ½ of the NE¼ of Section 10, and the South ½ of the NW¼ of Section 11, all in Twp 89 N, Range 3 West of the 5th P. M.

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

Commencing in the Northwest corner of the South ½ of the NE¼, center line to be about 1 foot south of and parallel to the North property line, thence east approximately 300 rods, thence southeasterly to a point in the east property line of the South ½ of the NW¼ approximately ---feet south of the NE corner thereof. Anchors in the East property line, in the NE corner, of the South ½ of the 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 Alfred Koopman [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, 19 62.

Alfred Koopmann

Evelyn Koopmann

Grantors

Grantors

CENTRAL IOWA POWER COOPERATIVE, Grantee

By F M Wooster

Its Authorized Agent

F. M. Wooster

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 Alfred Koopmann and Evelyn Koopmann

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 $ 325.00, 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	$	
17	Poles	$ 25.00	425.00
—	Poles	$125.00	—
—	Anchors	$ 15.00	—
—	Anchors	$ 50.00	—
—	Over-hang	$ 25.00	—
	Total		$425.00
	Less Initial Payment		$ 100.00
	Final Payment		$325.00

Dated this 1 day of May, 1963

Witness: Signed:

Jerry Knudsen — Alfred Koopmann

DELAWARE COUNTY IOWA
FILED
OCT 1 9 02 AM 1963
BOOK Q PAGE 507
RECORDER

172-3323

EXHIBIT 3

RIGHT OF WAY AGREEMENT

(Single Pole Structure)

Tract No. Petersburg Tap

Line #3

THIS AGREEMENT, made this 14 day of May, 1962, between Donald F. Helle and Ardella Helle, 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 Fifty & 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 N½ of the NW¼ of Section 11, 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 along the South property line of the above described property, and anchors as necessary in the southeast corner between the ditch & the south property line, anchors to be in the permanent pasture.

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 Donald F. Helle [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 14 day of May, 19 62

X Donald F. Helle
Donald F. Helle

X Ardella Helle
Ardella Helle

Grantors

Grantors

CENTRAL IOWA POWER COOPERATIVE, Grantee

By F. M. Wooster
Its Authorized Agent

F. M. Wooster

STATE OF IOWA,
COUNTY OF Delaware } ss.

On this 14 day of May, 19 62 before me, a Notary Public in and for said County and State, personally appeared Donald F. Helle and Ardella Helle 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 14 day of May, 1962, hereby acknowledge payments by the Grantee of the sum of $ 15.00, 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	$	
	Poles	$ 25.00	
	Poles	$125.00	
1	Anchors	$ 15.00	15.00
	Anchors	$ 50.00	
	Over-hang	$ 25.00	50.00
	Total		$ 65.00
	Less Initial Payment		$ 50.00
	Final Payment		$ 15.00

Dated this 29 day of April, 1963

Witness:
Jerry Knudsen

Signed:
Donald Helle

Jerry Knudsen

Donald Helle

Return to Central Iowa Power Co-op
Attn: Donald J. Helle Eng.

DELAWARE COUNTY IOWA
FILED
OCT 1 9 04 AM 1963
BOOK 96 PAGE 509
RECORDER

172-3325

EXHIBIT 4

#44

RIGHT OF WAY AGREEMENT
(Single Pole Structure)

Tract No. Petersburg Tap

Line #44

THIS AGREEMENT, made this 11 day of May, 19 62, between Alfred F. Ovel and Mae Louise Ovel, 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 South½ of the NE¼ of Section 11, 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 ft south of the north property line of the above described property - anchor as necessary in the NE corner in the east property line fence.

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 Alfred F. Ovel [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 11 day of May, 1962

X Alfred F. Ovel
Alfred F. Ovel

X Mae Louise Ovel
Mae Louise Ovel
Grantors

CENTRAL IOWA POWER COOPERATIVE, Grantee

By F. M. Wooster
Its Authorized Agent
F. M. Wooster

STATE OF IOWA,
COUNTY OF Delaware } ss.

On this 11 day of May, 1962, before me, a Notary Public in and for said County and State, personally appeared Alfred F. Ovel and Mae Louise Ovel 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

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 11 day of May, 1962, hereby acknowledge payments by the Grantee of the sum of $ 300.00, 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	$	
10	Poles	$ 25.00	250.00
—	Poles	$125.00	—
	Anchors	$ 15.00	
3	Anchors	$ 50.00	150.00
	Over-hang	$ 25.00	—
	Total		$400.00
	Less Initial Payment		$100.00
	Final Payment		$300.00

Dated this 30 day of April, 1963

Witness:
Jerry Knudsen
Jerry Knudsen

Signed:
X Alfred F. Ovel
Alfred F. Ovel

172-3318

DELAWARE COUNTY IOWA
FILED
OCT 18 57 AM 1963
BOOK 2 PAGE 504
RECORDER

Alfred F. Ovel & wf.
to
Central Iowa Power Co-op