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 June 13, 1956, filed August 28, 1956 and recorded in Book I at Page 333.

An easement dated August 24, 1956, filed August 28, 1956 in Book I at Page 331.

An easement dated October 5, 1956, filed October 5, 1956 in Book I at Page 336.

An easement dated June 19, 1956, filed August 28, 1956 in Book I, Page 332.

An easement dated July 12, 1956, filed August 28, 1956 in Book I at Page 335.

An easement dated June 14, 1956, filed August 28, 1956 in Book I at Page 334.

An easement dated August 20, 1968, filed October 17, 1968 in Book L at Page 228.

An easement dated August 20, 1968, filed October 17, 1968 in Book L. at Page 229.

Copies of said easements are attached hereto, marked Exhibits 1 through 8, 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. E-17487 on December 23, 1974, Franchise No. 14038, which granted CIPCO the right to construct, operate, and maintain an electric transmission line along the route described in Exhibit 9, attached hereto and by reference made a part hereof.

FILE No. 23-2977
RECORDING FEE $ 108.00
TRANSFER FEE $

FILED FOR RECORD THE 31 DAY OF Mar, 19 94 AT 12:46 O'CLOCK P. M. BOOK 4 PAGE 215

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

EXECUTED at Cedar Rapids, Iowa this 1st day of DECEMBER, 1992.

CENTRAL IOWA POWER COOPERATIVE

By: James Wenstrand
James Wenstrand, President

Attest: Dale Newman
Dale Newman, Secretary

STATE OF IOWA)
) SS:
COUNTY OF LINN)

On this 1st day of DECEMBER, 1992, 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.

Michael P. Joyce
Notary Public in and for the
State of Iowa.

EXHIBIT 1

Easement No. 1

Location No. Hopkinton Twp

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, William Jurgens and Mary Enette Jurgens (husband and wife) (~~sngle~~), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Central Iowa Power Cooperative, a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Cedar Rapids, Iowa, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Delaware, State of Iowa, and more particularly described as follows:

East one half (E½) of South East Quarter (SE¼)

Section 4, Township 87 North, Range 3 ~~E~~W of the Fifth P. M., and a right-of-way to construct, operate, replace, repair and maintain thereon, or remove therefrom at its option, an electric transmission and distribution line or system, including all necessary or convenient poles, cross-arms, wires, cables, guy wires, brace-poles, anchors, ground connections, service lines, fixtures and appliances, for the transmission and distribution of electric current for any purpose whatsoever, including the right to cut and trim trees and shrubbery to the extent necessary to keep them clear of the electric line, or system, or that may interfere with or threaten to endanger the operation or maintenance of said line or system, said right-of-way being described as follows, to-wit:

Along the north line.

All damages to the property of the grantor (other than to trees) caused by constructing, maintaining, replacing, repairing, or removing, said electric line or system shall be borne by the grantee, its successors or assigns.

The grantors covenant that the above described lands are free and clear of encumbrances and liens of whatsoever character except those held by None.

and except taxes and assessments not yet due.

It is further understood that, whenever necessary, words used in this instrument in the singular shall also be construed to read in the plural, and that words used in the masculine gender shall also be construed to read in the feminine, and vice versa.

And they hereby relinquishes and releases any right or interest she may have in and to the easement for the right-of-way herein granted, including the right of dower, distributive share, or homestead therein.

IN WITNESS WHEREOF, we have set our hands this 13th day of June, A.D. 19 56.

Wm. Jurgens

Mary Esnette Jurgens

STATE OF IOWA }
Delaware COUNTY } SS.

On this 13th day of June, A.D. 19 56, before me, Carroll J. Nelson, a Notary Public in and for the County of Delaware, State of Iowa, personally appeared Wm. Jurgens and Mary Enette Jurgens to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that ~~it~~ (they) executed the same as their voluntary act and deed.

Carroll J. Nelson

Notary Public in and for Delaware County, Iowa

My Commission expires July 4, 19 57

DELAWARE COUNTY IOWA
FILED
1956 AUG 28 AM 9:01
BOOK L PAGE 333
RECORDER

57-2514

EXHIBIT 2

To Certificate of Title

Easement No. 1 A

Location No Hopkinton 29

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Herbert J. Bell and Arlene Bell (husband and wife) (~~xxxx~~), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Central Iowa Power Cooperative, a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Cedar Rapids, Iowa, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Delaware, State of Iowa, and more particularly described as follows:

Northwest Quarter of the Southwest Quarter (NW¼ SW¼)

Section 3, Township 87 North, Range 3 ~~E~~ W of the Fifth P. M., and a right-of-way to construct, operate, replace, repair and maintain thereon, or remove therefrom at its option, an electric transmission and distribution line or system, including all necessary or convenient poles, cross-arms, wires, cables, guy wires, brace-poles, anchors, ground connections, service lines, fixtures and appliances, for the transmission and distribution of electric current for any purpose whatsoever, including the right to cut and trim trees and shrubbery to the extent necessary to keep them clear of the electric line, or system, or that may interfere with or threaten to endanger the operation or maintenance of said line or system, said right-of-way being described as follows, to-wit:

The right to install one pole and anchors along the north line.

All damages to the property of the grantor (other than to trees) caused by constructing, maintaining, replacing, repairing, or removing, said electric line or system shall be borne by the grantee, its successors or assigns.

The grantors covenant that the above described lands are free and clear of encumbrances and liens of whatsoever character except those held by None;

and except taxes and assessments not yet due.

It is further understood that, whenever necessary, words used in this instrument in the singular shall also be construed to read in the plural, and that words used in the masculine gender shall also be construed to read in the feminine, and vice versa.

And they hereby relinquishes and releases any right or interest she may have in and to the easement for the right-of-way herein granted, including the right of dower, distributive share, or homestead therein.

IN WITNESS WHEREOF, we have set our hands this 24th day of August, A.D. 19 56.

Herbert J. Bell

Arlene Bell

STATE OF IOWA }
Delaware COUNTY } ss.

On this 24th day of August A.D. 19 56, before me, Carroll J. Nelson, a Notary Public in and for the County of Delaware, State of Iowa, personally appeared Herbert J. Bell and Arlene Bell to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that ~~he~~ (they) executed the same as their voluntary act and deed.

Carroll J. Nelson

Notary Public in and for Delaware County, Iowa

My Commission expires July 4, 19 57

DELAWARE COUNTY IOWA
FILED
1956 AUG 28 AM 8:59
BOOK A PAGE 331
Doris M. Klunk
RECORDER

57-2512

501-504-Davis Bldg

EXHIBIT 3

Easement No. 2

Location No. Hopkinton Twp

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Frank J. Jasper and Esther Jasper (also known as Esther S. Jasper) (husband and wife), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Central Iowa Power Cooperative, a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Cedar Rapids, Iowa, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Delaware, State of Iowa, and more particularly described as follows:

West one half ($W\frac{1}{2}$) of the South East quarter ($SE\frac{1}{4}$)

Section 4, Township 87 North, Range 3 West of the Fifth P. M., and a right-of-way to construct, operate, replace, repair and maintain thereon, or remove therefrom at its option, an electric transmission and distribution line or system, including all necessary or convenient poles, cross-arms, wires, cables, guy wires, brace-poles, anchors, ground connections, service lines, fixtures and appliances, for the transmission and distribution of electric current for any purpose whatsoever, including the right to cut and trim trees and shrubbery to the extent necessary to keep them clear of the electric line, or system, or that may interfere with or threaten to endanger the operation or maintenance of said line or system, said right-of-way being described as follows, to-wit:

Along the north line with the right to install anchors and guys along the west line fence. It is agreed that the pole line will be located north of the property line fence and the guy wire will be within one (1) foot of the west property line fence. The trees are not to be topped lower than thirty five (35) feet from the ground.

All damages to the property of the grantor (other than to trees) caused by constructing, maintaining, replacing, repairing, or removing, said electric line or system shall be borne by the grantee, its successors or assigns.

The grantors covenant that the above described lands are free and clear of encumbrances and liens of whatsoever character except those held by None;

and except taxes and assessments not yet due.

It is further understood that, whenever necessary, words used in this instrument in the singular shall also be construed to read in the plural, and that words used in the masculine gender shall also be construed to read in the feminine, and vice versa.

And they hereby relinquishes and releases any right or interest she may have in and to the easement for the right-of-way herein granted, including the right of dower, distributive share, or homestead therein.

IN WITNESS WHEREOF, we have set our hands this 5th day of October, A.D. 19 56.

Frank J. Jasper

Esther S. Jasper

STATE OF IOWA }
Delaware COUNTY } SS.

On this 5th day of October, A.D. 1956, before me, Carroll J. Nelson, a Notary Public in and for the County of Delaware, State of Iowa, personally appeared Frank J. Jasper and Esther S. Jasper to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as their voluntary act and deed.

Carroll J. Nelson

Notary Public in and for Delaware County, Iowa

My Commission expires July 4, 1957.

65-2856

DELAWARE COUNTY IOWA
FILED

1959 OCT -5 PM 2:43

BOOK 4 PAGE 336

RECORDER

Frank Lindgren

Central Lowa Power Co-op

504 Dows Bldg.

EXHIBIT 4

Easement No. 4

Location No. Hopkinton Twp

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Helen Joseph Coleman and George S. Coleman (husband and wife) (~~a~~), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Central Iowa Power Cooperative, a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Cedar Rapids, Iowa, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Delaware, State of Iowa, and more particularly described as follows:

North West quarter (NW¼) of South West quarter (SW¼) of Section 4 and North East quarter (NE¼) of South East quarter (SE¼) of Section 5.

Section 5& 4, Township 87 North, Range 3 ~~W~~W of the Fifth P. M., and a right-of-way to construct, operate, replace, repair and maintain thereon, or remove therefrom at its option, an electric transmission and distribution line or system, including all necessary or convenient poles, cross-arms, wires, cables, guy wires, brace-poles, anchors, ground connections, service lines, fixtures and appliances, for the transmission and distribution of electric current for any purpose whatsoever, including the right to cut and trim trees and shrubbery to the extent necessary to keep them clear of the electric line, or system, or that may interfere with or threaten to endanger the operation or maintenance of said line or system, said right-of-way being described as follows, to-wit:

Along the north line.

All damages to the property of the grantor (other than to trees) caused by constructing, maintaining, replacing, repairing, or removing, said electric line or system shall be borne by the grantee, its successors or assigns.

The grantors covenant that the above described lands are free and clear of encumbrances and liens of whatsoever character except those held by None

and except taxes and assessments not yet due.

It is further understood that, whenever necessary, words used in this instrument in the singular shall also be construed to read in the plural, and that words used in the masculine gender shall also be construed to read in the feminine, and vice versa.

And George S. Coleman hereby relinquishes and releases any right or interest she may have in and to the easement for the right-of-way herein granted, including the right of dower, distributive share, or homestead therein.

IN WITNESS WHEREOF, we have set our hands this 19th day of June, A.D. 19 56

x Helen Joseph Coleman

x George S. Coleman

STATE OF ~~IOWA~~ Pennsylvania }
Beaver COUNTY } SS.

On this 19th day of June, A.D. 1956, before me, Clem R. Davidson, a Notary Public in and for the County of Beaver, State of ~~Iowa~~ Pennsylvania, personally appeared George S Coleman and Helen Joseph Coleman to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (they) executed the same as their voluntary act and deed.

Clem R Davidson

Notary Public in and for Beaver County, ~~Iowa~~ Pennsylvania

CLEM R. DAVIDSON, Notary Public
MY COMMISSION EXPIRES
FEB. 2, 1957

My Commission expires July 4, 19....

DELAWARE COUNTY IOWA
FILED
1956 AUG 28 AM 9:00
BOOK L PAGE 332
RECORDER

57-2513

EXHIBIT 5

Easement No. 5

Location No. Hopkinton Sub

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Mabel Tesar Smith and ..... (husband and wife) (single), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Central Iowa Power Cooperative, a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Cedar Rapids, Iowa, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Delaware, State of Iowa, and more particularly described as follows:

North seventy five (75) acres of West one half of South East quarter ($W\frac{1}{2}$ $SE\frac{1}{4}$)

Section 5, Township 87 North, Range 3 ~~E~~W of the Fifth P. M., and a right-of-way to construct, operate, replace, repair and maintain thereon, or remove therefrom at its option, an electric transmission and distribution line or system, including all necessary or convenient poles, cross-arms, wires, cables, guy wires, brace-poles, anchors, ground connections, service lines, fixtures and appliances, for the transmission and distribution of electric current for any purpose whatsoever, including the right to cut and trim trees and shrubbery to the extent necessary to keep them clear of the electric line, or system, or that may interfere with or threaten to endanger the operation or maintenance of said line or system, said right-of-way being described as follows, to-wit:

Along the north line.
Trees are to be topped only to allow ample clearance.
Poles are not to be placed farther than one (1) foot inside fence or property line.

All damages to the property of the grantor (other than to trees) caused by constructing, maintaining, replacing, repairing, or removing, said electric line or system shall be borne by the grantee, its successors or assigns.

The grantors covenant that the above described lands are free and clear of encumbrances and liens of whatsoever character except those held by None

and except taxes and assessments not yet due.

It is further understood that, whenever necessary, words used in this instrument in the singular shall also be construed to read in the plural, and that words used in the masculine gender shall also be construed to read in the feminine, and vice versa.

And ..... hereby relinquishes and releases any right or interest she may have in and to the easement for the right-of-way herein granted, including the right of dower, distributive share, or homestead therein.

IN WITNESS WHEREOF, we have set our hands this 12th day of July, A.D. 19 56

Mabel Tesar Smith

.....

STATE OF IOWA }
Delaware COUNTY } ss.

On this 12th day of July, A.D. 19 56, before me, Carroll J. Nelson, a Notary Public in and for the County of Delaware, State of Iowa, personally appeared

Mabel Tesar Smith and .....

to me known to be the person ~~s~~ named in and who executed the foregoing instrument, and acknowledged that (he) ~~(they)~~ executed the same as their voluntary act and deed.

Carroll J. Nelson

Notary Public in and for Delaware County, Iowa

My Commission expires July 4, 19 57

DELAWARE COUNTY IOWA
FILED
1956 AUG 28 AM 9:03
BOOK 4 PAGE 325
Dana R. Hawk
RECORDER

57-2516

Mabel Saunders Smith

EXHIBIT 6

Easement No. 6

Location No. Hopkinton Tap

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Arthur Melchert and Martha Melchert (husband and wife) (~~single~~), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Central Iowa Power Cooperative, a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Cedar Rapids, Iowa, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Delaware State of Iowa, and more particularly described as follows:

South one half (S½) of North East fractionall quarter (NE frl.¼)

Section 5, Township 87 North, Range 3 ~~E~~ W of the Fifth P. M., and a right-of-way to construct, operate, replace, repair and maintain thereon, or remove therefrom at its option, an electric transmission and distribution line or system, including all necessary or convenient poles, cross-arms, wires, cables, guy wires, brace-poles, anchors, ground connections, service lines, fixtures and appliances, for the transmission and distribution of electric current for any purpose whatsoever, including the right to cut and trim trees and shrubbery to the extent necessary to keep them clear of the electric line, or system, or that may interfere with or threaten to endanger the operation or maintenance of said line or system, said right-of-way being described as follows, to-wit:

The right to install one stub pole, anchors and guys in the southwest corner to the west of lane.

All damages to the property of the grantor (other than to trees) caused by constructing, maintaining, replacing, repairing, or removing, said electric line or system shall be borne by the grantee, its successors or assigns.

The grantors covenant that the above described lands are free and clear of encumbrances and liens of whatsoever character except those held by none

and except taxes and assessments not yet due.

It is further understood that, whenever necessary, words used in this instrument in the singular shall also be construed to read in the plural, and that words used in the masculine gender shall also be construed to read in the feminine, and vice versa.

And they hereby relinquishes and releases any right or interest she may have in and to the easement for the right-of-way herein granted, including the right of dower, distributive share, or homestead therein.

IN WITNESS WHEREOF, we have set our hands this 14th day of June, A.D. 19 56

Arthur Melchert

Martha Melchert

STATE OF IOWA }
Delaware COUNTY } ss.

On this 14th day of June A.D. 19 ___, before me, Carroll J. Nelson, a Notary Public in and for the County of Delaware, State of Iowa, personally appeared Arthur Melchert and Martha Melchert to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that ~~(s)~~ (they) executed the same as their voluntary act and deed.

Carroll J. Nelson

Notary Public in and for Delaware County, Iowa

My Commission expires July 4, 19 57

DELAWARE COUNTY IOWA
FILED
1956 AUG 28 AM 9:02
BOOK 4 PAGE 334
RECORDER

57-2515

EXHIBIT 7

RIGHT OF WAY AGREEMENT
(Single Pole Structure)

Tract No. #1

Line Hopkinton Tap Relac.

THIS AGREEMENT, made this 20 day of August, 1968, between Frank J. Jasper and Esther Jasper, Husband & wife; Herbert J. Bell & Arlene Bell, Husband & 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 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, enlarge, 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 W½SE¼ of Sec. 4, Twp 87N, R 3 W. of the 5th P. M.

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

The centerline to be about 1 foot South of and parallel to the South line of the Public Highway along the North side 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 ten 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 Herbert J. Bell (name) of RFD, Hopkinton, 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 ____ day of August, 1968

X Frank J. Jasper
Frank J. Jasper

X Herbert J. Bell
Herbert J. Bell

X Esther A. Jasper
Esther A. Jasper
Grantors

X Arlene A. Bell
Arlene A. Bell
Grantors

CENTRAL IOWA POWER COOPERATIVE, Grantee

By Fred Wooster
Its Authorized Agent
Fred Wooster

FILE NO. 16-1962
RECORDING FEE $ 2.50
Misc.

FILED FOR RECORD THE 17 DAY OF October, 1968 AT 9:27 O'CLOCK A. M. BOOK L PAGE 228

STATE OF IOWA, DELAWARE COUNTY
Joan W. Brooks, Recorder
By ____, Deputy

STATE OF IOWA,
COUNTY OF Delaware } ss.

On this 20 day of August, 1968, before me, a Notary Public in and for said County and State, personally appeared Frank J. Jasper and Esther Jasper, Herbert J. Bell and Arlene Bell 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, 1969

FINAL PAYMENT RECEIPT

We, the undersigned Grantors in the foregoing Right of Way Agreement, dated the 20 day of AUGUST XXXX, 1968, Hereby acknowledge payments by the Grantee of the sum of $100.00 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	
	Anchors	$ 50.00	
	Over-hang	$ 25.00	$
Total			$ 100 00
Less Initial Payment			$ 100 00
Final Payment			$ .00

Dated this 18 day of JUNE, 1969

Witness: Signed:

X Fred Wooster, Jr. X Herbert J Bell

DELAWARE COUNTY IOWA
FILED
1968 OCT 17 AM 9 27
BOOK 27 PAGE 228
JOAN W. ROGERS
RECORDER
$2.50

Frank J. Jasper et al
to
Central Electric Power Coop

14-1963

EXHIBIT 8

RIGHT OF WAY AGREEMENT
(Single Pole Structure)

Tract No. #2

Line Hopkinton Tap Relo.

THIS AGREEMENT, made this 20 day of August, 1968, between Wm. ~~William~~ Jurgens and Mary Enetta Jurgens, Husband & 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 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, enlarge, 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 E½SE¼ of Sec. 4, Twp 87 N, R 3 W. of the 5th P. M.

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

Centerline to be about 1 foot South of and parallel to the South line of the Public Highway along the North side 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 ten 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 William Jurgens (name) of RFD, Hopkinton, 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 ____ day of ____, 19__.

X Wm. Jurgens
Wm Jurgens

X Mary Enetta Jurgens
Mary Enetta Jurgens
Grantors

CENTRAL IOWA POWER COOPERATIVE, Grantee

By Fred Wooster
Its Authorized Agent
Fred Wooster

FILE NO. 16-1963
RECORDING FEE $ 2.50
Misc.

FILED FOR RECORD THE 17 DAY OF October, 1968 AT 9:28 O'CLOCK A. M. BOOK L PAGE 229

STATE OF IOWA, DELAWARE COUNTY
Joan W. Brooks, Recorder
By ____, Deputy

STATE OF IOWA,
COUNTY OF Delaware } ss.

On this 20 day of August, 1968, before me, a Notary Public in and for said County and State, personally appeared Wm Jurgens and Mary Enetta Jurgens 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, 1969

F. M. WOOSTER NOTARIAL SEAL DELAWARE COUNTY IOWA

FINAL PAYMENT RECEIPT

We, the undersigned Grantors in the foregoing Right of Way Agreement, dated the 20 day of AUGUST, 1968, Hereby acknowledge payments by the Grantee of the sum of $ 100.00 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	
	Anchors	$ 50.00	
	Over-hang	$ 25.00	$
Total			$ 100.00
Less Initial Payment			$ 100.00
Final Payment			$ .00

Dated this 18 day of JUNE, 1969

Witness:

X. Fred Wooster, Jr.

Signed:

X Wm. Jurgens

Mr. Jurgens Exp Dft
Central Iowa Power Coop

DELAWARE COUNTY IOWA
FILED
1968 OCT 17 AM 9 28
BOOK L PAGE 229
JOAN W. BROOKS
RECORDER
By

14-1963

EXHIBIT 9

CENTRAL IOWA POWER COOPERATIVE

DELAWARE COUNTY

EXHIBIT "A"

(34,500 volts, three phase, closed
delta connected, neutral multi-grounded)

~~Beginning at the southeast corner of the southwest quarter of the southeast quarter of Section Thirty-five (35), Township Eighty-seven (87) North, Range Three (3) West of the 5th P.M., Delaware County, Iowa, thence 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 south line of said Section Thirty-five (35), and Sections Thirty-four (34) and Thirty-three (33), said township and range, two and two-tenths (2.2) miles, thence continuing west on private right of way, along the south section line of said Section Thirty-three (33) and Section Thirty-two (32), said township and range, one and three-tenths (1.3) miles; beginning at the southwest corner of Section Thirty-one (31), said township and range, thence east on private right of way, along the south section line of said Section Thirty-one (31), one-half (½) mile;~~ beginning at the northeast corner of the southeast quarter of Section Four (4), said township and range, thence 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 said Section Four (4) and Section Five (5), said township and range, one and one-half (1½) miles.

~~Beginning at the southeast corner of Section Thirty-five (35), Township Eighty-seven (87) North, Range Four (4) West of the 5th P.M., thence west along the north side of the highway, or at such other portion thereof as shall be determined under~~