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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

This document was prepared by and after recording return to: Daniel T. Ketchum, Central Iowa Power Cooperative, 1400 Highway 13 SE, P.O. Box 2517, Cedar Rapids, IA 52406. Tel. (319) 366-4512

AMENDED AND RESTATED RIGHT-OF-WAY EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of December, 2015, by and between Matthew A. Christensen and Angela L. Christensen, husband and wife owning property in Delaware County, Iowa (hereinafter "Grantors") and CENTRAL IOWA POWER COOPERATIVE, an Iowa cooperative corporation with its principal place of business in Cedar Rapids, Iowa (hereinafter "Cooperative");

WITNESSETH:

WHEREAS, Grantors are the owners of record of the real estate in Delaware County, Iowa, described as:

(SW

Auditor's Parcel H located in the Southwest Quarter (SW ¼) of the Southwest Quarter (~~NW~~ ¼) of Section Thirteen (13), Township Eighty-seven (87) North, Range Six (6) West of the Fifth Principal Meridian, Delaware County, Iowa.

and,

WHEREAS, Cooperative desires to obtain a permanent easement from Grantors over a portion of the described property, and to construct, operate, and maintain an electric transmission line and appurtenant facilities on said property, and Grantors are willing to grant such an easement for said purposes; and,

WHEREAS, Grantors and Cooperative desire to set forth in this Agreement the terms and conditions pursuant to which Grantors shall grant to Cooperative an easement over the described property;

IT IS, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN EXPRESSED, AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Grantors hereby grant to Cooperative, its successors or assigns, a permanent and perpetual easement over the property described as follows:

A strip of land Fifteen (15) feet in width running coincident with the Easterly right-of-way line of 150th Avenue being part of Auditor's Parcel H located in the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section Thirteen (13), Township Eighty-seven (87) North, Range Six (6) West of the Fifth Principal Meridian, Delaware County, Iowa.

and,

to construct, erect, reconstruct, add to, relocate, rebuild, modify, change operating voltage, replace, repair, patrol, operate and maintain on the above described lands, overhead and/or underground system(s) for transmission and distribution of electric energy, data or communications which may include, but not be limited to conductor, cables, static wires, guy wires, fiber optic cables, anchors, poles, lattice assemblies and other necessary appurtenant facilities as may be necessary in order to properly support, operate, and maintain said lines, across and/or under the above described lands, all streets, roads, or highways abutting the Grantors' property. Cooperative shall have the right to license, permit or otherwise agree to the joint use of the rights granted herein within the Easement Area.

2. All facilities placed by Cooperative in the easement area shall be owned by and remain the property of Cooperative.

3. Cooperative shall construct, operate, and maintain the transmission lines and appurtenant facilities in accord with the requirements of the National Electric Safety Code, the Iowa Electric Safety Code, and the Rules and Regulations of the Iowa Utilities Board.

4. Cooperative shall have the right to cut and trim trees and shrubbery within the easement area and to use chemical brush control procedures to the extent necessary so they will not interfere with or endanger the operation or maintenance of the transmission line located or to be located on adjoining property and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

5. Grantors agree that they will not place, or allow to be placed any building, structure, or object of any kind within the easement area without specific written authorization from Cooperative.

6. In addition to the easement area described in paragraph 1, Grantors grant to Cooperative the right to enter upon the property of Grantors in order to permit Cooperative to access the easement area and perform construction and maintenance work on the transmission line and appurtenant facilities.

7. In consideration for the easement rights granted to Cooperative pursuant to this Agreement, Cooperative shall pay Grantors an easement fee in an amount mutually agreeable to the parties upon the recording of this Easement Agreement with the Delaware County Recorder, which includes compensation for the right granted to Cooperative to cut and trim trees and shrubbery within the easement area. In addition to said compensation, Cooperative shall also pay Grantors for all damage to the property of Grantors caused by constructing, maintaining, replacing, rebuilding, repairing, or removing said transmission line and facilities. Payment for damages shall be made at the completion of the work performed by Cooperative which resulted in said damages. The foregoing compensation amount is based upon the schedule of compensation maintained by the Cooperative. In the event the line is required to be reconstructed or redesigned in such a way that additional poles, anchors, or other appurtenances are placed upon the property of the Grantors, then additional compensation shall be paid to Grantors based upon the schedule of compensation maintained by Cooperative at the time of such reconstruction or redesign.

8. The easement created by this Agreement shall be permanent and perpetual, shall be binding upon Grantors and Cooperative, and their respective successors, heirs, beneficiaries, devisees, grantees, tenants, and assigns, and shall run with the land.

9. Grantors shall have the right to cancel this Agreement by mailing to Cooperative a notice of cancellation by certified mail, with return receipt requested, to Cooperative's principal place of business. Said notice must be received by Cooperative within seven (7) days, excluding Saturday and Sunday, of the date of this Agreement. Grantors acknowledge that they have been informed by Cooperative of their right to cancel this Agreement prior to signing it, and they hereby acknowledge receipt from Cooperative of a duplicate copy of this Agreement which they may use as a "Notice of Cancellation." Cooperative agrees that it will not record this Agreement until after the cancellation period has expired. This right of cancellation may be exercised only once for this transmission line project.

10. Subject only to the right of cancellation set forth in paragraph 9, this Agreement shall be effective upon execution by the parties, and shall continue in full force and effect until all of its terms and conditions have been fully performed.

EXECUTED the day and year first above written.

GRANTORS

Matthew A. Christensen

Angela L. Christensen

STATE OF IOWA)
) ss.
COUNTY OF Delaware)

On this 30th day of December, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Matthew A. Christensen to me personally known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for the
State of Iowa

NOTARIAL SEAL IOWA
DANIEL KETCHUM
Commission Number 779741
My Commission Expires
8/8/2016

STATE OF IOWA)
) ss.
COUNTY OF Delaware)

On this 30th day of December, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Angela L. Christensen to me personally known to be the person who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Notary Public in and for the
State of Iowa

NOTARIAL SEAL IOWA
DANIEL KETCHUM
Commission Number 779741
My Commission Expires
8/8/2016