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Document 2016 405 Type 03 006 Pages 3
Date 2/19/2016 Time 10:54:26AM
Rec Amt $17.00

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

RIGHT-OF-WAY EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of January, 2016, by and between Marilyn A. Comley, an unmarried person owning property in Delaware County, Iowa (hereinafter "Grantor") and CENTRAL IOWA POWER COOPERATIVE, an Iowa cooperative corporation with its principal place of business in Cedar Rapids, Iowa (hereinafter "Cooperative");

WITNESSETH:

WHEREAS, Grantor is the owner of record of the real estate in Delaware County, Iowa, described as:

A parcel of land located in the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section Twenty-two (22), 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 Grantor over a portion of the described property, and to construct, operate, and maintain an electric transmission line and appurtenant facilities on said property, and Grantor is willing to grant such an easement for said purposes; and,

WHEREAS, Grantor and Cooperative desire to set forth in this Agreement the terms and conditions pursuant to which Grantor 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. Grantor hereby grants to Cooperative, its successors or assigns, a permanent and perpetual easement over the property described as follows:

A strip of land 15 feet in width running coincident with the Southerly right-of-way of 310th Street in the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section Twenty-two (22), 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 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 the above described lands, all streets, roads, or highways abutting the Grantor's 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 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 or structure within the easement area without specific written authorization from Cooperative. Grantors also agree that they will not place or allow to be placed any object of any kind within the easement area that cannot be immediately removed at the reasonable request of the Cooperative.

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

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, the greater of which, shall be paid to Grantors based upon either the schedule of compensation maintained by Cooperative at the time of such reconstruction or redesign or the schedule of compensation maintained by the Cooperative at the signing of this agreement.

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

9. Grantor 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. Grantor acknowledges that it has been informed by Cooperative of its right to cancel this Agreement prior to signing it, and it hereby acknowledges receipt from Cooperative of a duplicate copy of this Agreement which it 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.

GRANTOR

Marilyn A. Comley

STATE OF Iowa)
) ss.
COUNTY OF Delaware)

On this 15th day of January, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marilyn A. Comley 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

DANIEL KETCHUM
Commission Number 779741
My Commission Expires
8/8/16