CHPCO
Attn: Terry Feth
1400 Hwy 13 SE
Cedar Rapids, IA 52403

Entered for taxation 5th day
of December AD 2016
Carla K Becker, Auditor
By a Rane, Deputy

Book 2016 Page 3341

Document 2016 3341 Type 03 006 Pages 5
Date 12/02/2016 Time 11:13:51AM
Rec Amt $27.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: Interstate Power and Light Company – PO Box 351 - Cedar Rapids, IA 52406-9949 (319) 786-4514
Return to: Heather Dee - Interstate Power and Light Company – PO Box 351 - Cedar Rapids, IA 52406-9949 (319) 786-4514

TOWER SITE EASEMENT

For and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **CEDAR RAPIDS, IOWA AND CENTRAL IOWA POWER COOPERATIVE,** with offices located at 1400 Highway 13 SE, Cedar Rapids, IA 52403, along with its successors and assigns, ("Grantor"), does hereby warrant and convey unto **INTERSTATE POWER AND LIGHT COMPANY, an Iowa corporation**, with a mailing address of P.O. Box 351, Cedar Rapids, IA 52406-0351, along with its successors and assigns, ("Grantee"), a perpetual easement with the right, privilege and authority to install, own, reconstruct, maintain, operate and remove one radio/microwave installation including one tower for multiple antenna equipment, concrete footings, an equipment building, guy wires, and related facilities necessary for the transmission of radio signals ("Tower Facility"), to be used for any and all legal purposes in the furtherance of Grantee's business and pursuant to the provisions hereof, upon, under, over and across the following described lands located in the County of Delaware, and the State of Iowa:

The West 287.21 feet of the North 455 feet of the NW fractional ¼ of the NE ¼ of Section 5, Township 89 North, Range 6 West of the 5th P.M., Delaware County, Iowa (the "Property").

Together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantee's rights are subject to the following terms and conditions:

1. JOINT USE OF PROPERTY: Grantor and Grantee shall work together and cooperate fully to allow each other access to and use of their respective facilities at the Property, subject to Grantor's access and use policies and procedures as set forth in Section 8(B). Grantor agrees to use reasonable diligence not to construct, install or place, or permit to be constructed, installed or placed upon the Property, any additional buildings, structures, plants, or other obstruction which interferes with or impedes Grantee's use of the Tower Facility without Grantee's consent, which shall not be unreasonably withheld, conditioned, or denied. Grantee agrees not to construct, install or place, or permit to be constructed, installed or placed upon the Property, any additional buildings, structures, plants, or other obstruction which may interfere with or impede Grantor's use of the Property without Grantor's consent, which shall not be unreasonably withheld, conditioned, or denied.

2. ABANDONMENT: In the event Grantee determines to permanently abandon all or a substantial part of the easement herein granted, then within three (3) months after the abandonment, Grantee shall restore such abandoned portion as nearly as possible to its original condition (reasonable wear and

tear excepted), including removal of any and all Tower Facility equipment, and shall give Grantor a recordable document concerning this abandonment.

3. LAWS AND REGULATIONS; GOVERNING LAW: Grantee assumes sole responsibility for maintenance and operation of the Tower Facility; Grantee shall, without cost to Grantor, comply with all local, state and federal laws, rules, regulations and ordinances of all governmental authorities with jurisdiction concerning Grantee's use of the Property. The parties agree that this easement shall be governed by the laws of the State of Iowa.

4. INDEMNITY: Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, demands, losses, damages, costs and expenses (including, but not limited to, court costs, fines, penalties and reasonable attorneys' fees), judgments, liabilities and causes of action of any nature whatsoever ("Claims") resulting from or relating to the Grantee's use or occupancy of the Property, a default of this easement by Grantee, or arising in any manner out of the acts or omissions of Grantee, its agents, employees, or contractors in connection with the easement or with the use or occupancy of the Property, or with respect to the Grantee's violation of any laws relating to Grantee's use or occupancy of the Property, including, without limitation, any environmental laws. Grantee shall indemnify Grantor for, from and against any and all mechanics' liens and other liens and encumbrances filed by any person against the Property and claiming by, through or under Grantee and against all costs, expenses, losses and liabilities (including reasonable attorneys' fees) incurred by the Grantor in connection with any such lien or encumbrance or any action or proceeding brought thereon. Notwithstanding the above, Grantee shall not be required to indemnify or defend a Grantor for any Claims caused by the negligence or willful misconduct of a Grantor, its authorized users, agents, employees, contractors, subcontractors, invitees or licensees. Notwithstanding any other provision in this easement, neither Grantor nor Grantee shall be liable to the other for any incidental, special, indirect, consequential, or punitive damages arising from this easement.

5. RESTRICTIONS ON GRANTEE: HAZARDOUS SUBSTANCES: Grantee shall not cause nor permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Property by Grantee, its agents, employees, contractors or invitees, except that Grantee may use such substances as are usually and customarily used in the industry, but only (i) in quantities so needed for such use, (ii) in strict compliance with any and all applicable laws. If Hazardous Substances are used, stored, generated, or disposed of on or in the Property by Grantee, its agents, employees, contractors or invitees in violation of applicable legal requirements, or if the Property becomes contaminated in any manner for which Grantee is legally liable, Grantee shall indemnify, defend, and hold harmless each Grantor pursuant to Paragraph 4 herein. As used herein, "Hazardous Substance" means any substance which is listed as "hazardous" or "toxic" in the regulations implementing CERCLA.

6. INSURANCE: Grantee agrees to maintain, at its own cost and expense, general and automobile liability, worker's compensation, and other forms of insurance relating to its operations for the life of this easement in the manner, and amounts, as are usual and customary for similarly situated companies in its industries. Upon request, Grantee shall provide to Grantor, properly executed and current certificates of insurance with respect to all insurance policies required to be maintained by Grantee under this easement. Certificates of insurance shall provide the following information:

- name of insurance company, policy number and expiration date;
- the coverage required and the limits on each, including the amount of deductibles or self-insured retentions, which shall be for the account of the Grantee; and
- a statement indicating that the Grantee shall endeavor to provide at least thirty (30) days' prior written notice of cancellation of a policy.

If any insurance is written on a "claims made" basis, the Grantee shall maintain the coverage for a minimum of three (3) years after the termination of this easement. Policies or certificates of insurance evidencing such insurance shall name Grantor as an additional insured.

7. SUCCESSORS AND ASSIGNS: This easement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties hereto. However, it shall not be assigned or in any manner transferred by the Grantee without the written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing: (i) Grantee may assign the easement to a parent, subsidiary, or successor entity of Grantee upon prior notice to, but without the consent of, Grantor; and (ii) upon prior written consent from Grantor, Grantee may enter into agreement(s) with one or more unaffiliated third parties licensing said third parties to install and maintain equipment attached to the Tower Facility ("Third-Party Attacher"). Grantee's agreement with any such Third Party Attacher shall be subject to and incorporate the terms and conditions of this easement agreement such that the Third Party Attacher shall be bound hereby.

8. OTHER PROVISIONS:

A.) Grantor retains the right and privilege to trim, cut down or control the growth of any trees or other vegetation on the Property and such other trees and vegetation adjacent thereto as in the judgment of either Grantor or Grantee may interfere with construction, reconstruction, maintenance, operation, repair, use of, or which in falling might touch the said Tower Facility, or equipment appurtenant thereto.

B.) The Grantor also grants to the Grantee, as well as the Grantee's employees, agents, subcontractors, lenders, and invitees (collectively, the "Grantee Access Group") the right of ingress and egress to said Property and access over/under lands now owned by the Grantor and reasonably necessary for the purpose of reconstructing, maintaining, operating, patrolling, repairing and removing the Tower Facility. At all times, Grantee Access Group shall comply with Grantor's access and use policies and procedures as regards the Property and the improvements thereon ("Policies and Procedures"). Grantor shall communicate the Policies and Procedures to Grantee. Grantor, it its sole discretion, may amend the Policies and Procedures from time to time; provided, however, that Grantor shall provide Grantee with written notice, including copies of any such amendments to the Policies and Procedures which would affect Grantee's use of the Property hereunder, prior to the amendments becoming effective as applied to the Grantee pursuant to this easement. Grantee shall communicate the Policies and Procedures to all Third-Party Attachers, and any third parties acting on behalf of or at the direction of either Grantor or a Third-Party Attacher accessing the Property shall be escorted and supervised by Grantee in accord with the Policies and Procedures. Grantee agrees to pay to the Grantor all damages done to the Grantor's property (including the Property) by the Grantee Access Group and/or Third-Party Attachers.

C.) Any notices provided for or permitted in this easement shall be made by Certified United States Mail, postage prepaid, or by delivering of same in person, as follows:

If to Grantee:
Interstate Power and Light Company
Attn: Real Estate and Right of Way
P.O. Box 351
Cedar Rapids, Iowa 52406

If to Grantor:
CIPCO
1400 Highway 13 SE
Cedar Rapids, IA 52403

[Signatures Appear on the Following Pages]

Signed this 28th day of November, 2016.

GRANTOR:
CEDAR RAPIDS, IOWA AND CENTRAL IOWA POWER COOPERATIVE

By: Gary Slaby

Its: Vice President - Utility Operations

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)

COUNTY OF Linn) ss:

On this 28th day of November, AD. 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared

Gary Slaby

X to me personally known

or _____ provided to me on the basis of satisfactory evidence to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL _____
(Sign in Ink)

Daniel Ketchum
(Print/type name)

Notary Public in and for the State of Iowa

My Commission Expires: 8/8/2019

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
__X__ CORPORATE
Title(s) of Corporate Officers(s):

_____

_____

_____ N/A
_____ Corporate Seal is affixed
__X__ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

_____

_____

SIGNER IS REPRESENTING:
List name(s) of persons(s) or entity(ies):

Cedar Rapids, Iowa and Central Iowa Power Cooperative

NOTARIAL SEAL IOWA
DANIEL KETCHUM
Commission Number 779741
My Commission Expires
8/8/2019

Signed this 21ST day of NOVEMBER, 2016.

GRANTEE:

INTERSTATE POWER AND LIGHT COMPANY

By: Linda K. Mattes

Linda K. Mattes,
Its Vice President

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)

COUNTY OF LINN) ss:

On this 21ST day of NOV., AD. 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared

LINDA K. MATTES

X to me personally known

or _____ provided to me on the basis of satisfactory evidence to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL Heather Dee
(Sign in Ink)

HEATHER DEE
(Print/type name)

Notary Public in and for the State of IOWA

My Commission Expires: 2-22-17

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
__x__ CORPORATE
Title(s) of Corporate Officers(s):

_____

_____

_____ N/A
_____ Corporate Seal is affixed
__x__ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

_____

_____

SIGNER IS REPRESENTING:
List name(s) of persons(s) or entity(ies):

Interstate Power and Light Company

NOTARIAL SEAL IOWA
HEATHER DEE
Commission Number 751355
My Commission Expires
February 22, 2017