Recorded: 5/20/2021 at 3:43:08.0 PM
County Recording Fee: $27.00
Iowa E-Filing Fee: $3.00
Combined Fee: $30.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2021 PG: 1872

This document was prepared by Kathleen Law, 700 Walnut, Ste. 1600, Des Moines, IA (515)-283-3116
After recording please return to: Independence Wind Energy LLC, 7 Ellefson Drive, DeSoto, IA 50069

PERMANENT ELECTRIC LINES AND FACILITIES EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Central Iowa Power Cooperative, an Iowa corporation and its successors and assigns whose address is 1400 Highway 13 SE Cedar Rapids, IA 52403 (collectively, "**Grantor**"), in exchange for valuable consideration as recited herein, hereby grants, bargains, sells, and conveys to Independence Wind Energy LLC, an Iowa limited liability company, and its successors and assigns (collectively "**Grantee**"), its agents, contractors and employees, a permanent easement over a portion of the real property owned by Grantor and described as:

Parcel 2020-100 of that part of the Southeast Quarter of Section 17, Township 88 North, Range 6 West of the 5th P.M., Delaware County, Iowa, described and depicted on the Plat of Survey recorded in Book 2020, Page 3718 in the records of the Delaware County, Iowa Recorder ("**Grantor's Property**").

The easement shall be for the construction, installation, operation, maintenance, repair, upgrading, relocation, replacement, and removal of underground electrical collection lines in one or more trenches which may be constructed and installed at different times, including related telecommunications and fiber optic lines, and other related and appurtenant facilities as described in this easement agreement (collectively, "Collection Lines") on Grantor's Property. The parties shall cooperate in design and installation of the Collection Lines to efficiently use the Easement Property and avoid undue inconvenience or expense to either party

The easement granted to Grantee herein shall be over, upon, across and under the portion of Grantor's Property described as shown on the attached Exhibit "A" as the "Easement Area," and shall include the right of ingress and egress over Grantor's Property to and from the Easement Area, and shall specifically allow Grantee the right to construct, operate, maintain, remove, replace, upgrade, reconstruct, relocate and repair the Collection Lines in one or more trenches which may be constructed and installed at different times and appurtenant facilities and equipment, including without limitation wires, cables, conduit, insulators, footings, anchors, and such other facilities as may be necessary in order to properly support, operate, and maintain the Collection Lines, within the Easement Area.

1. All materials and equipment and facilities placed by Grantee in the Permanent Easement

Area shall be owned by and remain the property of Grantee.

2. Grantee shall construct, operate, and maintain the Collection Lines 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, to the extent that such codes, rules and regulations apply to Grantee.

3. Grantee shall have the right to cut, trim, remove and dispose of trees, vegetation and shrubbery within the Easement Area to the extent necessary so that, in the reasonable opinion of Grantee, they will not interfere with or endanger the operation or maintenance of the Collection Lines or with Grantee's exercise of its other rights hereunder.

4. In addition to the easements and easement areas described above, Grantor grants to Grantee the right of ingress and egress over and across Grantor's Property and from the Easement Area in order to permit Grantee to perform construction and maintenance work on the Collection Lines and related facilities and to exercise its other rights hereunder. Notwithstanding the foregoing, Grantee shall not park any vehicles or equipment or store anything on any part of Grantor's Property other than when performing construction and maintenance work within the Easement Area.

5. Grantee shall pay Grantor for all damage to Grantor's Property caused by Grantee constructing, maintaining, replacing, rebuilding, repairing, or removing said Collection Lines and related facilities. Payment for damages shall be made at the completion of the work performed by Grantee which resulted in said damages.

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

7. Grantor agrees that it will not place, or allow to be placed any building, structure, or object of any kind within the Easement Area which will interfere with or endanger the operation or maintenance of the Collection Lines or related facilities.

8. Grantor represents and warrants to Grantee that it owns fee simple title to Grantor's Property, including, but not limited to, the Easement Area, that Grantor's Property is not encumbered by any mortgage or other lien, and that Grantor may execute and deliver this easement, and grant the easements and other rights described herein, without obtaining the consent or approval of any other party.

9. This easement may be signed in one or more counterparts, each of which shall be an original. A counterpart of this easement with separate but fully executed signature pages attached thereto shall have the full force and effect of an original executed instrument.

This Permanent Electric Lines and Facilities Easement is deemed executed and made on May 20th, 2021.

Central Iowa Power Cooperative

By: Dan Burns

Printed name: DAN BURNS

Title: VP UTILITY OPS

STATE OF IOWA, COUNTY OF Linn

This record was acknowledged before me on May 20, 2021 by Dan Burns as VP Utility ops of Central Iowa Power Cooperative.

STAMP

Lisa M Kristiansen
Notary Public in and for the State of Iowa

LISA M. KRISTIANSEN
Commission Number 804841
My Commission Expires
June 13, 2023

Independence Wind Energy LLC

By: Stephen F. Dyer

Printed name: Stephen F. Dyer

Title: Authorized Representative

STATE OF IOWA, COUNTY OF Dallas

This record was acknowledged before me on May 18, 2021 by Stephen F. Dyer as Authorized Representative of Independence Wind Energy LLC.

STAMP

Tanya M Olson

Notary Public in and for the State of Iowa

TANYA M OLSON
Commission Number 224627
My Commission Expires
September 20, 2023

EXHIBIT A

PERMANENT ELECTRIC LINES AND FACILITIES EASEMENT

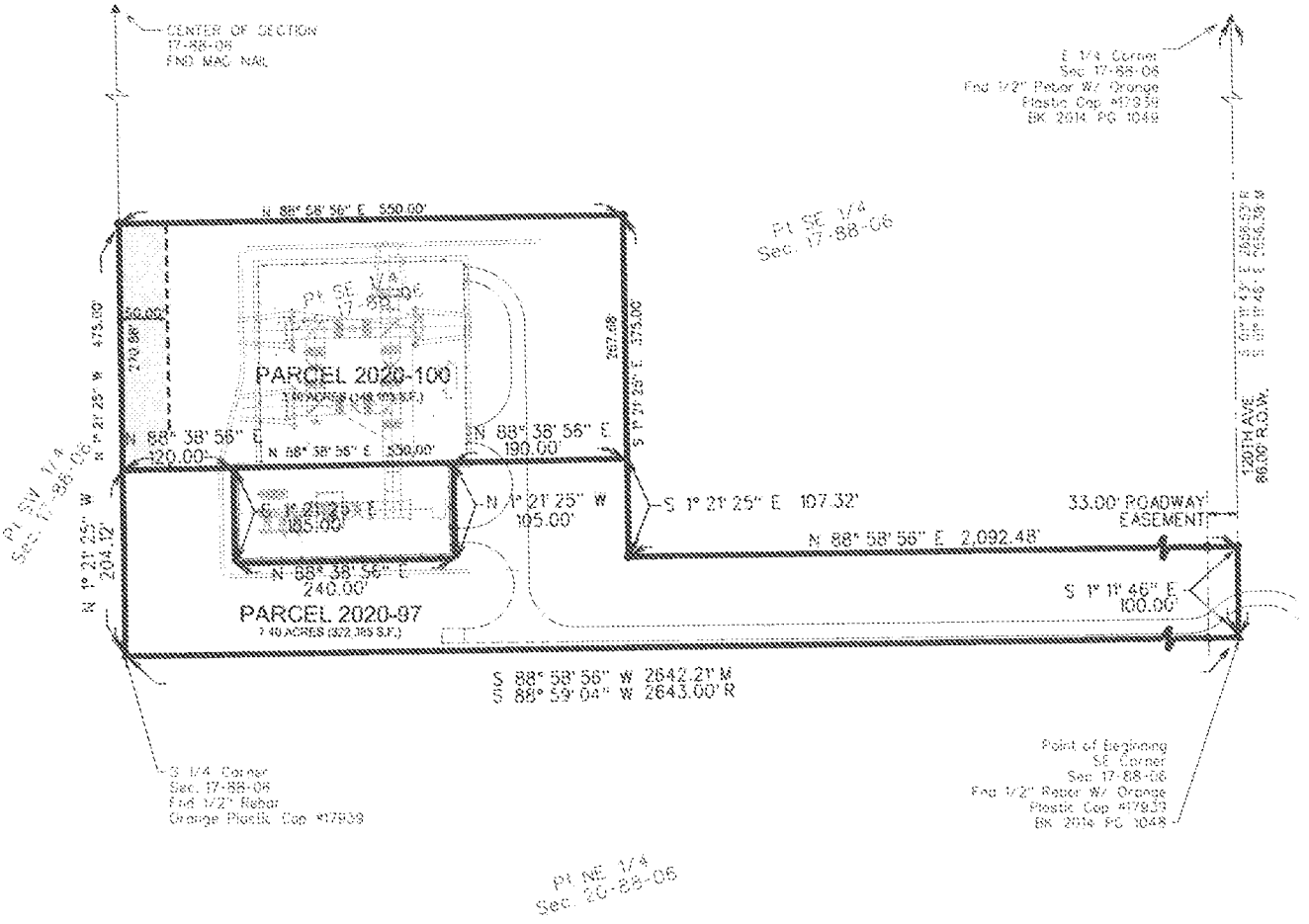
EASEMENT DESCRIPTION

THE WEST 50 FEET OF PARCEL 2020-100 OF THE SOUTHEAST 1/4 SECTION 17, TOWNSHIP 88 NORTH, RANGE 06 WEST OF THE 5TH PM, DELAWARE COUNTY CONTAINING .31 ACRES (13,544 SF)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

10-15-2020



SNYDER & ASSOCIATES

N

0 100 200

FEET

Exhibit A

Independence Wind | Delaware County, Iowa | 10/01/2020