Recorded: 5/20/2021 at 3:43:10.0 PM
County Recording Fee: $32.00
Iowa E-Filing Fee: $3.00
Combined Fee: $35.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2021 PG: 1873

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

INGRESS/EGRESS & UTILITY EASEMENT

The parties to this Ingress/Egress & Utility Easement Agreement ("Agreement") dated as of May 20th, 2021, are Independence Wind Energy LLC, an Iowa limited liability company, its successors and assigns (collectively, "Independence Wind") and Central Iowa Power Cooperative, an Iowa corporation, its successors and assigns (collectively, "CIPCO").

Recitals

Independence Wind owns the real property legally described as:

> Parcel 2020-97 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 ("Independence Wind Property")

CIPCO owns the real property legally 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 ("CIPCO Property")

Independence Wind proposes to use the Independence Wind Property for an electrical substation ("Substation") in connection with its proposed wind energy generating facility commonly known as the Independence Wind Farm.

CIPCO proposes to use the CIPCO Property for an electrical switching station ("Switching Station") that will be built at approximately the same time as Independence Wind's Substation and to use the CIPCO Property for this purpose, CIPCO needs an Ingress/Egress & Utility Easement of sufficient width and on terms that will accommodate buried utility lines serving the Switching Station ("CIPCO Buried Lines") and an access road and driveway from 120th Avenue to the CIPCO Property adequate for construction equipment and service vehicles to construct, operate, maintain,

repair and replace facilities located in the Switching Station together with fences and surrounding grounds.

This Agreement contains the terms and conditions of easement relative to the property identified and described as the Ingress/Egress & Utility Easement ("Easement Property") in the survey drawing attached hereto as Exhibit "A". The legal description of the Easement Property is also more particularly described in Exhibit A attached hereto.

The parties intend that the existing road located on the Easement Property having access to 120th Avenue shall be a shared driveway ("Shared Driveway") used by Independence Wind to access the Independence Wind Property, including a wind turbine site known as Turbine #4, and including the Substation, and by CIPCO to access the CIPCO Property including the Switching Station. Access from the Easement Property to 120th Avenue will be via an existing road entrance permitted under an Entrance Permit issued by Delaware County allowing construction of a driveway entrance from 120th Avenue onto the Easement Property ("Road Entrance").

TERMS AND CONDITONS

In consideration of the mutual benefits to the parties and performance under the terms and conditions of this Agreement, the parties agree as follows:

1. **Independence Wind to CIPCO Grant of Easement.** Independence Wind grants CIPCO a nonexclusive perpetual easement for (i) the CIPCO Buried Lines on the Easement Property, and (ii) for ingress and egress on and over the Easement Property including the Road Entrance allowing CIPCO full and unrestricted access to CIPCO's facilities and improvements located in the Switching Station and elsewhere on the CIPCO Property. CIPCO also shall have full and unrestricted access to construct, operate, use, maintain, repair and replace the CIPCO Buried Lines, Road Entrance and Shared Driveway located within the Easement Property. Independence Wind retains the right to locate buried utility and communications lines serving its facilities located on the Independence Wind Property and the Independence Wind Farm ("Independence Wind Buried Lines"). The parties shall cooperate in design and installation of the CIPCO Buried Lines and Independence Wind Buried Lines to efficiently use the Easement Property and avoid undue inconvenience or expense to either party. This easement runs with the land.

2. **Maintenance of Facilities, Road Entrance and Shared Driveway.** Independence Wind shall be solely responsible for maintenance of the Independence Wind Buried Lines, Substation, Road Entrance, the Shared Driveway and other facilities it places on the Independence Wind Property including fencing, gates and any security devices. CIPCO shall be solely responsible for maintenance of the CIPCO Buried Lines, Switching Station facilities, and other facilities including fencing, gates and any security devices it places on the CIPCO Property.

If Independence Wind fails to timely arrange operation, maintenance, repair, and replacement activities on the Road Entrance and Shared Driveway sufficient to meet the needs of CIPCO, after notifying Independence Wind, CIPCO may make the necessary arrangements and invoice Independence Wind for the actual costs incurred. The invoice shall be accompanied by copies of supporting documentation describing the work involved and showing the contractor has been fully paid for the work. Independence Wind shall pay CIPCO's invoices within 30 days after receipt.

Notwithstanding the foregoing, in the event the Road Entrance or Shared Driveway requires repairs or replacement due to the sole negligence or willful misconduct of CIPCO, CIPCO shall be solely responsible for any and all costs incurred relative to such repairs or replacement.

Each of CIPCO and Independence Wind agrees that it will not permit vehicles, structures, debris, construction supplies or other items to obstruct the Road Entrance or Shared Driveway.

3. **Other Maintenance.** Absent other agreement by the parties as provided in this section, each party shall be responsible to maintain buffer areas and driveways located on its respective property outside of the Road Entrance or Shared Driveway.

4. **Notices.** Any notices under this Agreement, including changes of notice address, shall be in writing and delivered to the other party at the address below by personal delivery, U.S. Mail postage prepaid, overnight courier, or by electronic communication provided the sending party shall be responsible to prove delivery.

CIPCO	Independence Wind Energy LLC
Attn: Terry Fett	Attn: Stephen Dryden
Director Engineering & Operations	7 Ellefson Drive, PO Box 439
	DeSoto, IA 50069
Phone: 319-734-4320	Phone: 515-238-2059
Email: terry.fett@cipco.net	sdryden@rpmaccess.com

Communications shall be deemed received when personally or electronically delivered, three days after mailing in the U. S. Mail, or one day after delivery to an overnight courier service.

5. **No Business Organization.** No formal business organization or relationship of any kind is established by this agreement.

6. **Successors and Assigns.** This Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

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

[Signatures on Following Pages]

Independence Wind Energy LLC

By: _____

Printed name: Steven F. Dugan

Title: Authorized Representative

STATE OF IOWA, COUNTY OF Dallas

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

STAMP

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

_____
Notary Public in and for the State of Iowa

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 804814
My Commission Expires
June 13, 2023

EXHIBIT A

INGRESS/ EGRESS AND UTILITY EASEMENT

EASEMENT DESCRIPTION

A PART OF THE SOUTHEAST 1/4 SECTION 17, TOWNSHIP 88 NORTH, RANGE 06 WEST OF THE 5TH PM, DELAWARE COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 88° 58' 56" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 2642.21 FEET TO THE SOUTH 1/4 CORNER SECTION 17: THENCE NORTH 01° 21' 25" WEST AONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 204.12 FEET; THENCE NORTH 88° 38' 56" EAST, 120.00 FEET; THENCE SOUTH 01° 21' 25" EAST, 105.00 FEET; THENCE NORTH 88° 38' 56" EAST, 240.00 FEET; THENCE N 01° 21' 25" W, 105.00 FEET; THENCE NORTH 88° 38' 56" EAST, 190.00 FEET; THENCE SOUTH 01° 21' 25" EAST, 107.32 FEET; THENCE NORTH 88° 58' 56" EAST, 2092.48 FEET TO THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 01° 11' 46" EAST ALONG SAID EAST LINE, 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.82 ACRES (297,185 S.F.).

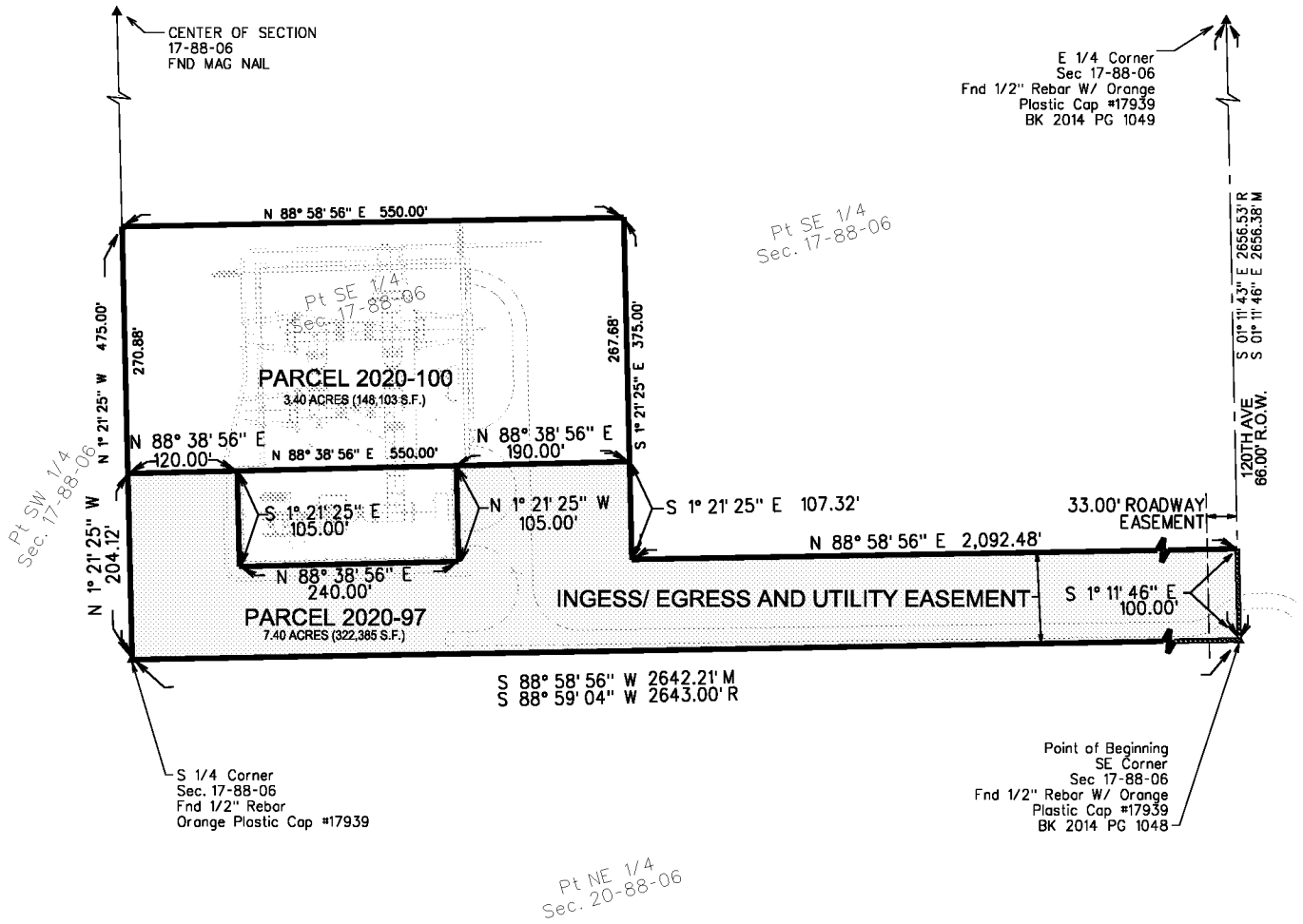
PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

08-20-2020

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 17-88-06 IS ASSUMED TO BEAR S88°58'56"W.



SNYDER & ASSOCIATES

N

0 100 200

FEET

Exhibit A

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