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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

OVERHEAD EASEMENT AGREEMENT Recorder's Cover Sheet

Prepared By: Fred L. Dorr, 4201 Westown Parkway - Suite 250, West Des Moines,
Iowa 50266; Phone: (515) 283-1801

✓ **Return To:** Farmers Electric Cooperative, Inc., 2389 Highway 92, P.O. Box 330,
Greenfield, IA 50849

Grantor(s): Cunningham Family Trust

Grantee(s): Farmers Electric Cooperative, Inc., 2389 Highway 92, P.O. Box 330,
Greenfield, IA 50849

Legal Description: See Page 7

Document or instrument number of previously recorded documents:

OVERHEAD EASEMENT AGREEMENT

This AGREEMENT, made and entered into this 5 day of May, 2021, by and between Cunningham Family Trust (Thomas Dwight Cunningham) and Farmer's Electric Coop.

(hereinafter referred to as "Owner"), Grantor, whether there be one or more; and Farmers Electric Cooperative, Inc., of Greenfield, Iowa, (hereinafter referred to as "Co-op"), Grantee.

WITNESSETH

For and in consideration of One Dollar (\$1.00) and/or other valuable considerations, the receipt of which is hereby acknowledged, Owner grants unto Co-op, its successors and assigns, the perpetual right, privilege and easement of right of way hereinafter referred to as the "Designated Right of Way" or the "Designated Right of Way/Easement" as follows:

- In the case of aerial primary lines (7.2 kV/12.4 kV) in areas away from residences (generally outside a farmyard) the designated right of way/easement shall be a width of 40 feet, or 20 feet on each side of the centerline determined by the centerline of the electrical facilities as installed.
- In areas where there are aerial primary lines in the yard of a permanent residence, the designated right of way/easement shall be 10 feet on either side of the conductor.

The subject centerline of aerial primary lines in areas away from a residence or aerial primary lines in the yard of a permanent residence where the conductor is the reference point as applicable herein, is GPS marked on the attached sketch which attachment is a part of this Agreement.

This Easement of Right of Way is given to construct, operate and maintain a pole line for the purpose of transmitting and distributing electric power by one or more circuits; including extensions for the same purposes to other members of the Co-op or prospective members; and for telephone, television and other communication purposes, including in each instance all wires, poles, ground connections, meters, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities") over, under, through and across certain land of Owner situated in Madison County, Iowa, as

shown upon the sketch hereto attached and made a part of this Agreement; the location of the centerline of such designated right of way being shown in broken lines on such sketch. (as GPS marked).

The facilities constructed hereunder shall remain the property of the Co-op. Co-op shall have the right to inspect, rebuild, remove, repair, improve, relocate on the rights of way referred to above and make such alterations, substitutions, additions to or extensions of its facilities as Co-op may from time to time deem advisable, including the right to increase or decrease the number of wires.

Co-op shall at all times have the right to keep the designated rights of way clear of all buildings, structures, and other obstructions (except fences), trees, roots, and undergrowth by both mechanical and chemical means. Additionally, Co-op may cut, trim and control by the aforesaid means any trees located adjacent to the designated rights of way which interferes with, threaten or endanger the operation and maintenance of said lines/facilities.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Co-op shall have the right of ingress to egress from the designated right of way over the lands of Owner. Owner shall provide means for Co-op to install a Co-op padlock, along with Owner's lock, on any lockable gate or bar that now exists or may exist in the future through which Co-op must pass to repair or maintain Co-op facilities or right-of-way. Co-op shall repair damage to roads, fences or other improvements and shall pay for all other damage when such damage results from the construction, inspection or maintenance of Co-op's facilities, provided Owner gives written notice thereof to Co-op within thirty (30) days after such damage occurs.

Owner, its successors and/or assigns, may use the designated right of way for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation, and maintenance of Co-op's facilities and provided that no buildings, structures or other obstructions (except fences) may be constructed on the designated rights of way. In the event such use of the designated right of way does interfere with or endanger the construction, operation or maintenance of such facilities, Co-op may relocate such facilities, and Owner shall reimburse Co-op the cost of such relocation and grant the Co-op an easement of right of way at the new location.

Owner covenants that it is seized of and has the right to convey the said easements of right of way, rights and privileges; that Co-op shall have quiet and peaceful possession, use and enjoyment of the aforesaid easements of right of way, rights and privileges; and that Owner shall execute such further assurances thereof as may be required.

Owner also grants to Co-op the right and authority to license, permit, or otherwise agree to the joint use or occupancy of the designated right of way/easement and the line, poles, equipment, devices, system, or other facilities now or hereafter thereon by any other person or entity for electrification, electric transmission or distribution, communications, data transmission, telephone, television, and other similar purposes.

The designated right of way/easement includes the right to any additional temporary working space about or near the designated right of way/easement as may be reasonably necessary, together with the right of pedestrian, equipment, and/or vehicular ingress and egress over Owner's adjoining land to or from said designated right of way/easement for the purposes of placing, constructing, reconstructing, rephasing, patrolling, inspecting, upgrading, expanding the capacity of, changing the size or number of circuits of, operating, repairing, maintaining, relocating within the same designated right of way/easement replacing, and/or removing the facilities and appurtenances pertaining thereto.

The designated right of way/easement also includes the right to read any meter and/or perform any act related to the provision of electric service to the Co-op's members on the lands of the Owner which are the subject to this Agreement.

Owner further conveys to Co-Op the right of free access to the designated right of way/easement at all reasonable hours to perform the aforementioned activities, and at any time restore service or during an emergency.

This Agreement and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land which is the subject of this Agreement unless abandoned by the Co-op for a period in excess of ten (10) years.

Owner agrees that all facilities and appurtenances thereto installed upon the designated right of way/easement by the Co-op shall at all times remain the property of the Co-op and removable at the latter's option.

This instrument and the terms and conditions contained herein shall inure to the benefit of and be binding upon both the Owner and the Co-op and their respective heirs, personal representatives, successors and/or assigns and shall run with the land. This Agreement and rights and privileges granted herein to the Co-op may be assigned (and/or licensed) by the Co-op in whole or in part.

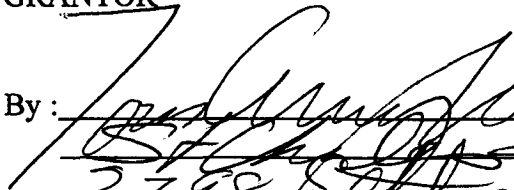
The failure of the Co-op to enforce any default or breach of any covenant, condition or stipulation in this designated right of way/easement or the delay by the Co-op in the use of any right herein granted, shall not be treated as a waiver of such default or breach, or of

any subsequent default or breach, of the same or any other covenant, condition, or stipulation, or as a waiver of any right of the Co-op or the ability of the Co-op to use such right at a future date.

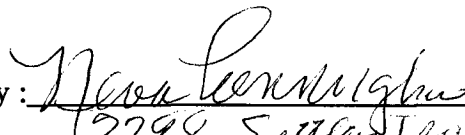
The laws of the State of Iowa shall govern the interpretation, validity, performance, and enforcement of this Agreement.

WITNESS the following signature(s) and seal(s):


GRANTOR

By:  (Seal where appropriate)
2748 S. 2nd Street
24950240
(Address of Grantor)

GRANTOR

By:  (Seal where appropriate)
2798 S. 1st Street
St. Charles, Ia 50241
(Address of Grantor)

FARMERS ELECTRIC COOPERATIVE, INC.

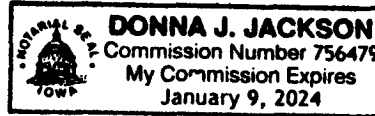
By:  (Grantee's Authorized Representative)
2389 Highway 92
Greenfield, Iowa 50849

STATE OF IOWA)
COUNTY OF Madison) ss.

The foregoing Easement Agreement was acknowledged before me by _____
Thomas D. Cunningham, Grantor on this 13 day of May 2021.

Donna J. Jackson
Notary Public in and for the State of Iowa

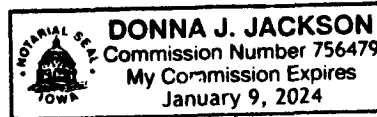
STATE OF IOWA)
COUNTY OF Madison) ss.



The foregoing Easement Agreement was acknowledged before me by _____
Neva R. Cunningham, Grantor on this 13 day of May 2021.

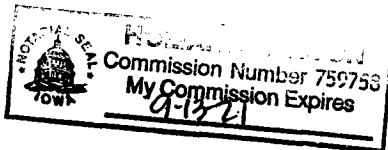
Donna J. Jackson
Notary Public in and for the State of Iowa

STATE OF IOWA)
COUNTY OF Adair) ss.



The foregoing Easement Agreement was acknowledged before me by _____
Paul Paxton, on behalf of Grantee, Farmers Electric Cooperative, Inc., on
this 5 day of May 2021.

Hollann Weston
Notary Public in and for the State of Iowa



NW NW , SECTION TWENTY-SEVEN (27). TOWNSHIP SEVENTY-FIVE (75)
NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M. MADISON
COUNTY ,IOWA. (OLD RAILROAD RIGHT OF WAY)
PARCEL ID # 500092744020000

SW SW, SECTION TWENTY-TWO (22), TOWNSHIP SEVENTY-FIVE (75)
NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M. MADISON
COUNTY IOWA. (OLD RAILROAD RIGHT OF WAY)
PARCEL ID #500092200999500