RIGHT-OF-WAY AGREEMENT

Tract No. M-1
Line Patterson Tap - Madison Co.

THIS AGREEMENT, made and entered into this 10th day of March, 1977
by and between Paul M. White, Priscilla W. Dunn and Patricia Barry;
and Alma R. White

Scott Iowa

husband and wife, of the County of Orange & Los Angeles and State of California, his/their heirs, executors, administrators, successors and assigns, hereinafter referred to as "grantor", and Central Iowa Power Cooperative, its successors and assigns, hereinafter referred to as "grantee".

WITNESSETH:

In consideration of the payments as hereinafter stipulated, and mutual agreement herein contained, the parties hereto agree as follows:

1. That the grantor hereby gives, grants, bargains and conveys unto the grantee the perpetual right to construct, reconstruct, operate and maintain an electric transmission and/or distribution line over and upon the following described real estate situated in the County of Madison, State of Iowa, to-wit: The Southwest Fractional Quarter of the Northwest Fractional Quarter (SW frl ¼ NW frl ¼), lot 6 of the Southeast Quarter of the Northwest Fractional Quarter (SE¼ NW Frl ¼), that part of Lot 5 West of Lot 4 and East of Lot 3 in said Southeast Quarter of the Northwest Quarter (SE¼NW¼) lying North of Public Highway, Lot 4 of the Southeast Quarter of the Northwest Quarter (SE¼NW¼) and the West 5.5 acres of Lot 5 lying West of the Middle River and South of old highway; EXCEPTING from above tract of land a parcel of land described as; the east 33' of the north 120' of said Southwest Fractional Quarter of the Northwest Fractional Quarter (SW frl ¼ NW frl ¼) and EXCEPT the north 120' of the Southeast Quarter of the Northwest Fractional Quarter (SE¼ NW frl ¼) lying West of highway and West of Lot 3, all in Section 7, Township 75 North, Range 27 West of the 5th P.M.

the routing of said electric line across the above described real estate being as follows:

A strip of land 70 feet in width the center line of which is described as: commencing at a point approximately 251.25 feet West of and 167.5 feet South of the Northeast corner of the Southeast Quarter of the Northwest Quarter (SE¼NE¼); thence Westerly to a point approximately 4390 feet West of the East line of Section 7 and adjacent to North line of public highway; thence westerly to the existing Central Iowa Power Cooperative transmission line; all with anchors and associated downguys

together with the right of reasonable access thereto for the purpose of surveying and the construction, operation and maintenance of said electric line, and together with the right to trim, top, retrim and retop, or cut such trees and brush as may be necessary to efficiently construct, operate and maintain said electric line, with the express provision that all trees standing within a distance of thirty (30) feet from a point directly underneath the nearest conductor of said electric line may be cut down and all branches of other trees which reach within a distance of twenty (20) feet from any part of said electric line may be trimmed.

2. That the grantee agrees to pay the grantor a total sum computed in accordance with the Right-Of-Way Schedule of Payment of which the sum of TWENTY FIVE DOLLARS ($ 25.00) has been paid to the grantor by the grantee, receipt of which is hereby acknowledged. The unpaid balance of the total sum due the grantor, if any, based on the Right-Of-Way Schedule of Payment, shall be paid to the grantor by the grantee upon completion of construction. The parties hereto agree that all payments made by virtue of this agreement shall be paid to Alma R. White 2023 Carey Avenue (address) of Davenport, Iowa as agent for the grantor.

3. The grantee shall hold the grantor and his lessee harmless from and reimburse the grantor and his lessee for any and all damages which may accrue to the grantor and his lessee as the result of the construction (including survey), reconstruction, operation and maintenance of said electric line.

4. Without in anywise limiting the other rights herein contained, the parties specifically understand that the grantee shall have exclusive right to as much space over, under, and adjacent to the conductors of the electric line as may be necessary to maintain the clearence requirements of the rules and regulations of the Iowa State Commerce Commission, or of any other applicable code or statute.

IN WITNESS WHEREOF, the parties hereto have signed their names, on the date first written above.

GRANTOR

X Paul M. White
Paul M. White

X Priscilla W. Dunn
Priscilla W. Dunn

X Patricia Barry
Patricia Barry

X Alma R. White
Alma R. White

Compared

FILED NO. 2415
BOOK 112 PAGE 218
1977 JUN 21 PM 3:38
Fee #4.50 MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

CENTRAL IOWA POWER COOPERATIVE
Grantee

By R. L. Goeken
R. L. Goeken

Compared

FILED NO. 1884
BOOK 112 PAGE 160
1977 APR 18 AM 10:27
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee 4.50

CHG. ✓
CHEC. ✓
PAGE ✓

CERTIFICATE OF ACKNOWLEDGEMENT—Individual

STATE OF California } SS:
County of Orange

On this 23rd day of March A. D., 19 77, before me, a Notary Public, personally appeared Paul M. White

..... to me known to be the person(s) named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

OFFICIAL SEAL
CHARLES M. BRIDGES
Notary Public-California
ORANGE COUNTY
My Commission Expires Dec. 8, 1978

Signature: Charles M Bridges
Print or Type Name: Charles M. Bridges

My commission expires December 8, 1978 Notary Public in and for Orange County

CERTIFICATE OF ACKNOWLEDGEMENT—Individual

STATE OF California } SS:
County of Los Angeles

On this 10th day of March A. D., 19 77, before me, a Notary Public, personally appeared Priscilla W. Dunn

..... to me known to be the person(s) named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

OFFICIAL SEAL
DOROTHY W. WARD
Notary Public-California
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires July 15, 1977

Signature: Dorothy W. Ward
Print or Type Name:

My commission expires ..... Notary Public in and for ..... County .....

CERTIFICATE OF ACKNOWLEDGEMENT—Individual

STATE OF California } SS:
County of Los Angeles

On this 30th day of March, 1977 A. D., 19 77, before me, a Notary Public, personally appeared Patricia Barry

..... to me known to be the person(s) named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

OFFICIAL SEAL
VIRGINIA M. JOHNSON
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Feb. 9, 1981

Signature: Virginia M Johnson
Print or Type Name:

My commission expires ..... Notary Public in and for ..... County .....

CERTIFICATE OF ACKNOWLEDGEMENT—Individual

STATE OF Iowa } SS:
County of Scott

On this 20th day of June A. D., 19 77, before me, a Notary Public, personally appeared Alma R. White

..... to me known to be the person(s) named in and who executed the foregoing instrument and acknowledged that she executed the same as Her voluntary act and deed.

MERRILL D. BUCKLEY
My Commission Expires
September 30, 1977

Signature: Merrill D. Buckley
Print or Type Name: Merrill D. Buckley

My commission expires ~~September 30,~~ 1977 Notary Public in and for Scott County Iowa

MAIL TO:

CENTRAL IOWA POWER COOPERATIVE
MERRILL D. BUCKLEY
BOX 389,
MARION, IOWA 52302

ion

19....., before me, a Notary Public,

..... President and .....
Seal of said Corporation and that said Board of Directors, and the said

.....
orporation, by it voluntarily executed.
Seal, the day and year above written.

.....

My commission expires ..... Notary Public in and for ..... County .....