RIGHT-OF-WAY AGREEMENT

Tract No. 1
Line Madison Co. 34.5 Reroute

THIS AGREEMENT, made and entered into this 10th day of January, 19 78
by and between Virgil H. Criss, G. Wayne Criss,
Joanne Criss Rocksvold and Arthur Earle Criss
Ila M. Criss and Barbara M. Criss

husband and wife, of the County of ~~MX~~ Union and State of Iowa, 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 Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}NE\frac{1}{4}$) lying east of Old Route #169, in Section 14, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
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the routing of said electric line across the above described real estate being as follows:

anchors and associated down guys located within three feet of an existing fence

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 FIFTY DOLLARS ($ 50.00) 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 Virgil H. Criss et el of Lorimor, Iowa (address) 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

Virgil H Criss
Virgil H. Criss

Lois L Criss
Lois L. Criss

G Wayne Criss
G. Wayne Criss

Ila M. Criss
Ila M. Criss

Joanne Criss Rocksvold
Joanne Criss Rocksvold

Arthur Earl Criss
Arthur Earl Criss

Barbara M. Criss
Barbara M. Criss

CENTRAL IOWA POWER COOPERATIVE
Grantee

By Bruce G. Teague
Bruce G. Teague

CERTIFICATE OF ACKNOWLEDGEMENT—Individual

STATE OF Iowa } SS:
County of Union }

On this 10th day of January A. D., 19 78, before me, a Notary Public, personally appeared Virgil H. Criss

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.

BRUCE G. TEAGUE
My Commission Expires
Sept 30, 1978

Signature: Bruce G. Teague
Print or Type Name: Bruce G. Teague

My commission expires 9-30-78 Notary Public in and for Union County Iowa

CERTIFICATE OF ACKNOWLEDGEMENT—Individual

STATE OF Iowa } SS:
County of Union }

On this 18th day of January A. D., 19 78, before me, a Notary Public, personally appeared Lois L. Criss

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.

BRUCE G. TEAGUE
My Commission Expires
Sept. 30, 1978

Signature: Bruce G. Teague
Print or Type Name: Bruce G. Teague

My commission expires 9-30-78 Notary Public in and for Union County Iowa

CERTIFICATE OF ACKNOWLEDGEMENT—Individual

STATE OF California } SS:
County of Santa Clara }

OFFICIAL SEAL
WARREN J. EDWARDS
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SANTA CLARA COUNTY
My Commission Expires September 5, 1981

On this 30 TH day of January A. D., 19 78, before me, a Notary Public, personally appeared G. WAYNE CRISS AND HIS WIFE: ILA M. CRISS

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

Signature: Warren J. Edwards
Print or Type Name: WARREN J. EDWARDS.

My commission expires SEPT 5, 1981 Notary Public in and for San Jose County Santa Clara.

CERTIFICATE OF ACKNOWLEDGEMENT—Individual

OFFICIAL SEAL
HAZEL M. WELCH
NOTARY PUBLIC - CALIFORNIA
COUNTY OF ALAMEDA
My Commission Expires August 31, 1981

STATE OF California } SS:
County of Alameda }

On this 4th day of February A. D., 19 78, before me, a Notary Public, personally appeared Johnnie Criss Pousard

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.

Signature: Hazel M. Welch Hazel M. Welch
Print or Type Name:

My commission expires Aug 31, 1981 Notary Public in and for Alameda County

CERTIFICATE OF ACKNOWLEDGEMENT—Individual

STATE OF California } SS:
County of Alameda }

On this 22ND day of February A. D., 19 78, before me, a Notary Public, personally appeared Arthur Earl Crissat and Barbara M. Criss

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

OFFICIAL SEAL
P. PLASKETT
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
ALAMEDA COUNTY
My Commission Expires July 27, 1981

Signature: P. Plaskett
Print or Type Name: P. PLASKETT

My commission expires Notary Public in and for ALAMEDA County CALIFORNIA

Central Dr Pewee Valley 389 Marion 5-2302