

Recorded: 4/2/2025 at 12:06:24.0 PM
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.32
Combined Fee: \$20.32
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 825

This document was prepared by and after recording return to: Daniel T. Ketchum, Central Iowa Power Cooperative, 1400 Highway 13 SE, P.O. Box 2517, Cedar Rapids, IA 52406. Tel. (319) 366-4512

RIGHT-OF-WAY EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of March, 2025, by and between Stryten Manchester LLC owning property in Delaware County, Iowa (hereinafter "Grantor") and CENTRAL IOWA POWER COOPERATIVE, an Iowa cooperative corporation with its principal place of business in Cedar Rapids, Iowa (hereinafter "Cooperative");

WITNESSETH:

WHEREAS, Grantor is the owner of record of the real estate in Delaware County, Iowa, described as:

Lot 4 of the Amended Plat of Southwest Industrial Park Section 31-T89N – R5W, City of Manchester, Delaware County, Iowa
and,

WHEREAS, Cooperative desires to obtain a permanent easement from Grantor over a portion of the described property, and to construct, operate, and maintain an electric transmission line and/or system and appurtenant facilities on said property, and Grantor is willing to grant such an easement for said purposes; and,

WHEREAS, Grantor and Cooperative desire to set forth in this Agreement the terms and conditions pursuant to which Grantor shall grant to Cooperative an easement over the described property;

IT IS, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN EXPRESSED, AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Grantor hereby grants to Cooperative, its successors and/or assigns, a nonexclusive permanent and perpetual easement over the property described as follows:

A strip of land Sixty (60) feet in width running coincident with the West line of the Lot 4 of the Amended Plat of Southwest Industrial Park Section 31-T89N – R5W, City of Manchester, Delaware County, Iowa

and,

for the sole and exclusive purpose to construct, erect, reconstruct, add to, relocate, rebuild, modify, change operating voltage, replace, repair, patrol, operate and maintain on the above described lands, overhead system(s), transmission circuit(s) for transmission and distribution of electric energy, data and/or communications which may include, but not be limited to conductor, cables, static wires, guy wires, fiber optic cables, anchors, poles, lattice assemblies and other necessary appurtenant facilities as may be necessary in order to properly support, operate, and maintain said lines/systems, across and/or above the above described lands, all streets, roads, or highways abutting the Grantor' property. This easement is limited to the following conditions: (1) Cooperative shall minimize any disturbance to the Easement Area and surrounding property during installation, operation, and maintenance activities; (2) Grantor shall have the right to use the Easement Area for any purpose that does not interfere with Cooperative's permitted use, including but not limited to landscaping, gardening, transportation and storage activities; (3) Cooperative shall restore the Easement Area to its original condition, or a condition that is reasonably comparable, following any disturbance; (4) Cooperative shall be responsible for any and all damages caused to Grantor's property as a result of the easement; (5) This easement shall

terminate automatically if Grantee ceases to use the Easement Area for the permitted purpose for a period of two (2) years; (6) Grantor shall have the right to grant additional easements on the Easement Area, provided that such easements do not unreasonably interfere with Grantee's permitted use; and (7) Except in the case of an emergency and/or outage, Grantee shall provide Grantor with at least thirty (30) days written notice prior to entering the Easement Area or Grantor's adjoining property for any maintenance or repair work.

2. All facilities placed by Cooperative in the easement area shall be owned by and remain the property and responsibility of Cooperative.

3. Cooperative shall construct, operate, and maintain the transmission lines and appurtenant facilities 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. Cooperative shall comply with all applicable laws, rules and regulations, whether current or effective in the future, applicable to the easement area, including, but not limited to any legal requirements applicable to the easement area because of Grantor being the owner.

4. Cooperative shall have the right to cut and trim trees and shrubbery within the easement area and to use chemical brush control procedures (subject to Grantor's reasonable prior approval) to the extent necessary so they will not interfere with or endanger the operation or maintenance of the transmission line(s) located or to be located on adjoining property and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

5. Grantor agrees that they will not place, or allow to be placed any permanent building, structure, or object of any kind within the easement area without specific written authorization from Cooperative, not to be unreasonably withheld, conditioned or delayed.

6. In addition to the easement area described in paragraph 1, but subject to the notice requirements therein and at Cooperative's sole risk and cost, Grantor grants to Cooperative the limited right to enter upon the property of Grantor solely in order to permit Cooperative to access the easement area to inspect and/or perform construction and maintenance work on the transmission line and appurtenant facilities.

7. In consideration for the easement rights granted to Cooperative pursuant to this Agreement, Cooperative shall pay Grantor an easement fee mutually agreeable to the parties, which shall be fully paid upon the recording of this Easement Agreement with the Delaware County Recorder. Said easement fee includes compensation for the right granted to Cooperative to cut and trim trees and shrubbery within the easement area. In addition to said compensation, Cooperative shall also pay Grantor for all damage to the property of Grantor caused by constructing, maintaining, replacing, rebuilding, repairing, or removing said transmission line and facilities. Payment for damages shall be made the earlier of at the completion of the work performed by Cooperative which resulted in said damages or within thirty (30) days of written demand by Grantor. The foregoing compensation amount is based upon the schedule of compensation maintained by the Cooperative. In the event the line is required to be reconstructed or redesigned in such a way that additional poles, anchors, or other appurtenances are placed upon the property of the Grantor, then additional compensation shall be paid to Grantor based upon mutual agreement of the parties, acting reasonably, at the time of such reconstruction or redesign.

8. Subject to the limitations in Section 1, the easement created by this Agreement shall be permanent and perpetual, shall be binding upon Grantor and Cooperative, and their respective successors, heirs, beneficiaries, devisees, grantees, tenants, and assigns, and shall run with the land.

9. Grantor shall have the right to cancel this Agreement by mailing to Cooperative a notice of cancellation by certified mail, with return receipt requested, to Cooperative's principal place of business.

