

THIS DOCUMENT PREPARED BY: Cary Kottler- Phone: 832-319-6320 Rock Island Clean Line LLC 1001 McKinney Street, Suite 700 Houston, Texas 77002	AFTER RECORDING RETURN TO: Rock Island Clean Line LLC c/o Contract Land Staff PO Box 4144 Waterloo, Iowa 50704
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Tract # - IA-CL-222.000, IA-CL-224.000

## TRANSMISSION LINE EASEMENT AGREEMENT

This Transmission Line Easement Agreement ("Agreement") is entered into between [REDACTED] AND [REDACTED] M. [REDACTED] HUSBAND AND WIFE, (collectively, "Landowner"), and Rock Island Clean Line LLC ("Rock Island"), a Delaware limited liability company. Rock Island has its principal place of business at 1001 McKinney St., Suite 700, Houston, TX 77002.

1. Landowner owns that certain real property (the "Property") as identified on the attached Exhibit "A," located in [REDACTED] County, State of Iowa.
2. Landowner does hereby grant and convey unto Rock Island, a perpetual, exclusive easement (the "Easement") to construct, operate and maintain an overhead transmission line, as further described below.
  - a. In exchange for receiving the Easement, Rock Island has paid Landowner an initial payment of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Rock Island may pay Landowner additional consideration pursuant to that certain Easement Calculation Sheet executed by Landowner concurrently with this Agreement. In the event Rock Island does not pay the additional consideration by the date(s) provided in and in accordance with the terms of the Easement Calculation Sheet, subject to the cure period set forth in Section 10 of this Agreement, this Agreement shall automatically terminate. Additionally, to the extent applicable, Rock Island will pay Landowner for certain damages as set forth in and in accordance with the terms of the Structure and Damages Calculation Sheet executed by Landowner concurrently with this Agreement.
  - b. The Easement includes rights to construct, reconstruct, repair, expand within the Easement, improve, alter, replace, operate, use, inspect, maintain and remove an overhead transmission line, which transmission line shall include poles, towers and structures, such wires and cables as Rock Island shall from time to time suspend therefrom, foundations, footings,

attachments, anchors, ground connections, communications devices, or other equipment, accessories and appurtenances, as Rock Island may deem necessary or desirable in connection therewith (the "Facilities"). The Easement will be used for the transmission of electrical energy, whether existing now or in the future in order to deliver electrical energy and for all communication purposes related to delivering electrical energy.

c. The location of the Easement is generally as depicted on the attached Exhibit "B." Landowner and Rock Island agree that after the final engineering design and construction of the Facilities have been completed, Rock Island will commission a surveyor to create a precise legal description for the Easement, which will be a strip of land designated by Rock Island not to exceed 100 feet on each side of the center-line of the "as built" Facilities. Landowner authorizes Rock Island to unilaterally record a legal description and or drawings of the "as built" Facilities to reflect the precise location of the Easement. However, upon the request of Rock Island, Landowner agrees to cooperate with Rock Island and to join Rock Island in the execution of an amendment to this Agreement or any other documents in recordable form for the purpose of documenting and recording the precise location of the Easement.

d. The Easement includes the right of ingress and egress over the Easement itself, over the Property of Landowner in order to obtain access to the Easement, and over the Property of Landowner adjacent to the Easement and lying between public or private roads and the Easement in such manner that shall cause the least practicable damage and inconvenience to Landowner.

3. Rock Island will repair or pay, at Rock Island's option, Landowner or its tenants for any damage to Landowner's or Landowner's tenants' improvements, livestock and or crops as a result of Rock Island exercising its rights under this Agreement. Certain of these damages are addressed in and will be paid in accordance with that certain Damages Calculation Sheet executed by Landowner concurrently with this Agreement. Notwithstanding the foregoing, Rock Island shall, without being liable for damages, have the right from time to time, including after the initial construction of the Facilities, to: (a) clear the Easement of all buildings or other structures, except fences (provided Rock Island shall at all times have access through any such fence by means of a gate (at Rock Island's cost)); (b) control, cut down, trim and remove trees and underbrush from the Easement; and (c) cut down and trim any tree located outside the Easement that in the opinion of Rock Island may interfere with the safety, proper operation and/or maintenance of the Facilities. If it becomes known or apparent that any drainage tiles have been damaged as a direct result of Rock Island's activities in connection with the Facilities, then Rock Island shall, at Landowner's option, repair or replace, or pay to Landowner the cost to repair or replace the drainage tiles.

4. Landowner shall have the right to use the Easement for normal farming and grazing purposes and have the right to install and maintain fences (provided Rock Island shall at all times have access through any such fence by means of a gate), provided such uses do not interfere with Rock Island's rights and permitted use of the Easement for the purposes described herein. Landowner shall not, however, engage in any activity or grant any rights to third parties that would interfere with Rock Island's use of the Easement, including, without limitation, the drilling or operation of any well, construction of any building or other structure, changing of the existing grade, or installation of any utility or other line, main, conduit, fixture or other appurtenance within, under, upon or over the Easement, without in each case the prior written consent of Rock Island, which

consent shall not be unreasonably withheld. Landowner acknowledges and agrees that during the initial construction of the Facilities or any major work on the Facilities, Landowner may not have access to or use of the Easement for any purpose so as to avoid interfering with such construction or other repair work and in order to allow Rock Island to maintain the safety of persons and property during such construction or other repair work.

5. Landowner, for themselves, their heirs, successors and assigns, represent, warrant and covenant that they are the true and lawful owners of the Property and have full right and power to grant and convey the Easement as herein provided.
6. Landowner shall have the right to cancel this Agreement within seven (7) days, excluding Saturday and Sunday, of Landowner signing the Agreement as provided by §478.33, Code of Iowa. Landowner acknowledges receipt from Rock Island of a form in duplicate for providing Rock Island written notice of cancellation under §478.33, Code of Iowa. Rock Island may terminate this Agreement at any time by providing written notice to Landowner and removing the Facilities (if such Facilities exist) within one hundred eighty (180) days of such notice whereupon all further obligations under this Agreement shall terminate.
7. All notices given or permitted to be given under this Agreement shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named above, (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party or person intended, or (iii) twenty-four (24) hours from proper and timely delivery by an overnight courier service addressed by name and address to either party to this Agreement. Either party may, by notice given at any time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both.
8. The rights of Rock Island under this Agreement may be sold, assigned, mortgaged or leased, in whole or in part, by Rock Island at any time. In the event of any such sale, assignment or lease by Rock Island of its interests in this Agreement (in whole or in part), Rock Island shall be released from its obligations under this Agreement to the extent of such sale, assignment or lease, provided that any such purchaser, assignee or lessee assumes Rock Island's obligations.
9. The Easement and any restrictions of this Agreement are covenants running with the Property and land affected and shall be binding on and inure to the benefit of Landowner and Rock Island, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming by, through or under them. In furtherance of the foregoing, Landowner acknowledges and agrees that any and all sums due under this Agreement, including, without limitation, under the Easement Calculation Sheet and the Structure and Damages Calculation Sheet shall be paid to the then owner of record of the Property at the time the applicable payment is due.
10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. In the event of any breach of a monetary obligation by Rock Island under this Agreement, Landowner shall provide Rock Island written notice and Rock Island shall have thirty (30) days after Rock Island's receipt of said notice to cure the breach. In the event of any non-monetary breach by Rock Island under this Agreement, Landowner shall provide Rock Island written

notice and Rock Island shall have sixty (60) days after Rock Island's receipt of said notice to cure the breach; provided, however, if the nature of the breach is such that it cannot reasonably be cured within sixty (60) days, Rock Island shall not be deemed in breach under this Agreement so long as Rock Island commences the cure within thirty (30) days and thereafter diligently pursues the cure to completion. Notwithstanding anything to the contrary contained herein, Landowner shall have no rights to terminate this Agreement for a breach by Rock Island before the foregoing cure periods have expired. Landowner and Rock Island agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If Landowner and Rock Island are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity in state and federal courts in the State of Iowa.

#### 11. Indemnification; Waiver of Claims

- a. Rock Island shall indemnify and hold harmless Landowner from any and all liability, claims, suits, demands, actions, loss, damage and expense, including court costs and reasonable attorney's fees (collectively "Claims"), for injury to persons or damage to property caused by Rock Island, or Rock Island's agents and representatives, in the exercise of Rock Island's rights under this Agreement, except to the extent resulting from Landowner's breach of the terms of this Agreement or from Landowner's negligence or intentional misconduct.
- b. Rock Island's indemnification obligation hereunder includes all Claims brought by Rock Island's employees, agents, contractors, subcontractors or other representatives related to any work performed on the Property in connection with the exercise of Rock Island's rights in this Agreement.
- c. Rock Island agrees that it shall not pursue, and hereby waives, any Claims against Landowner, except to the extent caused by Landowner's breach of this Agreement, gross negligence or intentional misconduct; provided however, this Section 11(c) shall not limit any of Rock Island's remedies for breach of the terms of this Agreement.

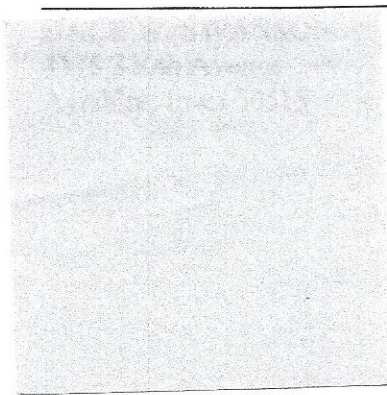
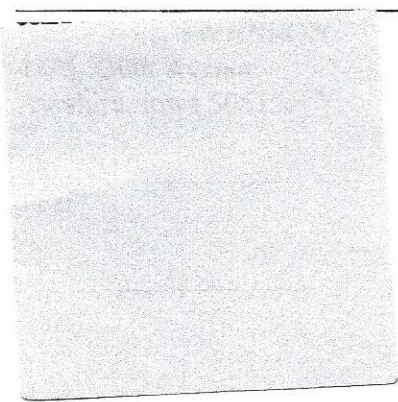
12. Landowner hereby consents to Rock Island contacting any lender, mortgagee or other pre-existing holder of a lien or interest in the Property in order to secure a subordination and or non-disturbance agreement in recordable form for the benefit of the parties. Upon the request of Rock Island, Landowner agrees to fully cooperate with Rock Island in order to secure a subordination and or non-disturbance agreement from each lender, mortgagee or other pre-existing holder of a lien or interest in the Property. Landowner shall not be required to incur any third party out of pocket expenses in connection with assisting Rock Island in the pursuit of the foregoing subordination and or non-disturbance agreements; all such third party out of pocket expenses relating to the same shall be paid by Rock Island. At no additional cost to Landowner, Landowner further agrees to cooperate with Rock Island's efforts to obtain financing, including providing any documents reasonably requested by Rock Island, its lenders or as otherwise reasonably required to effectuate the purposes of this Agreement

13. Landowner hereby releases and waives all rights and benefits under applicable homestead exemption laws.

14. This Agreement may be executed in multiple counterparts and, when executed by all parties, shall constitute one agreement effective and binding on all parties.

IN WITNESS WHEREOF, Landowner and Rock Island have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Landowner:**



**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_,

TO-WIT:

I hereby certify that on this \_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed and acknowledged before me in my said County that he/she/they executed the same for the purposes therein contained.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(Seal)

**Rock Island:**

Rock Island Clean Line LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_,

TO-WIT:

I hereby certify that on this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Rock Island Clean Line LLC, a Delaware limited liability company, known to me to be the person whose name is signed to the written instrument hereto annexed and acknowledged before me in my said County that with full authority he/she executed the same for and as the act of said limited liability company for the purposes therein contained.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_