Form No. 510904-ROW
Revised 10/85
Record Retention — Permanent.

RIGHT OF WAY AGREEMENT

Tract No. _____
Draft No. _____

AGREEMENT, made this 20th. day of March, 19 90, between Manchester Enterprises, Inc., Grantor, being the owner of the following described lands, and Iowa Electric Light and Power Company, Grantee:

WITNESSETH:

That in consideration of $ 1.00 O.V.C. in hand paid by the Grantee to Grantor, receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee, its successors and assigns, a right of way and easement with the right, privilege and authority to construct, reconstruct, maintain, operate, patrol and remove an electric transmission and telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, equipment and construction for transmitting electricity, communications and all Corporate purposes together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, over and across the following described lands located in Delaware County in the State of Iowa:

A part of Lot 8 of the "Southwest Industrial Park" a subdivision in the SE 1/4 of Section 31-T89N-R5W of the Fifth P.M., in Manchester, in Delaware County, Iowa and being more particularly described as follows:

The West 35 feet of Lot 8, less and except the South 300.00 ft. thereof, as evidenced by SUBSTATION SITE EASEMENT filed for record January 20, 1989 and recorded in Book 1, page 23, in the Office of the Recorder, Delaware County, Iowa.

Also: Commencing at the Northwest corner of Lot 8; Thence, on the platted bearing, N.90 00 00"E. 35 feet along the North line of Lot 8 to the point of beginning; Thence, N.90 00 00"E. 115 feet along the North line of Lot 8; Thence, S.00 00 00"E. 55 feet; Thence, S.65 00 00"W. 128.0 feet more or less to a point 35 feet East of the West line of Lot 8; Thence, North along a line parallel with and 35 feet East of the West line of Lot 8 to the point of beginning.

Grantee agrees to permit construction of a ground level parking lot over the land described herein, provided that construction, reconstruction, maintenance, operation, patrol and removal of facilities, as may become necessary, is not prohibited as a result thereof. The type of parking lot permitted is limited to grass, gravel or asphalt. Grantee agrees to restore the surface of said grass, gravel or asphalt parking lot in the event said surface is damaged during the course of exercising its rights as described in the RIGHT OF WAY AGREEMENT.

Grantee shall not be responsible and Grantor agrees to indemnify Grantee for any cost or expense due to Grantor's inability to use any parking lot as a result of Grantee's exercise of its rights under this agreement.

in accordance with the attached plat, hereby incorporated by this reference, together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purposes.

Wires constructed pursuant to this easment grant shall be not less than the minimum height/depth as required by the National Electrical Safety Code above/below the surface of the ground. So long as the wires are at such minimum height/depth Grantee shall have the exclusive right to the space occupied by said wires and such of the space beneath/under and on either side thereof as is reasonably necessary to provide reasonably safe isolation of the wires from contact by any persons or objects. Any use made by the Grantor or any other person of the surface beneath/over said wires shall not encroach upon the space as to which exclusive rights are granted to Grantee, and the Grantor agrees not to place, or allow to be placed, any buildings, structures or objects of any kind beneath/over said wires or in such proximity thereto as to determination of the areas to which encroachments are prohibited hereby shall be made as though said wires were maintained at the minimum height herein specified.

The Grantee is also granted the right to cut or remove, from time to time, from said premises, or the premises owned by the Grantor adjoining the same on either side, any trees, limbs of trees, brush or other obstructions which interfere with constructing, reconstructing, maintaining, operating, repairing or the use of, or which in falling might touch the said line or lines.

The Grantor also grants to the Grantee the right of ingress and egress to said line or lines, over/under lands now owned by the Grantor, for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing said line or lines, and the Grantee agrees to pay to the Grantor or his tenants all damages done to the lands, fences, livestock or crops of the Grantor or his tenants, by the Grantee or its employees while constructing, reconstructing, patrolling or repairing said line or lines. If the parties do not agree such damages shall be determined by the Township Trustees acting as a Board of Arbitration in said matter.

The Grantee shall have the right of necessary access over and across the property of the Grantor to locate, lay out or perform other preliminary and preparatory operations before actual construction of said line or lines is commenced.

This agreement shall be binding upon the parties hereto, their heirs, successors or assigns, and continue so long as Grantee or its successors and assigns shall desire to use said line or lines for the above stated purposes.

~~Grantor designates~~ ~~as agent to receive all consideration to be paid in consideration of this easement.~~

Signed this 20th day of March, 19 90.

GRANTEE

IOWA ELECTRIC LIGHT AND POWER COMPANY

By Jack C. Jensen
Jack C. Jensen
Land Management Specialist

Manchester Enterprises, Inc.
GRANTOR

D. William Johnson Sec
D. William Johnson, Secretary

Duane G. Tiemens Pres
Duane G. Tiemens, President

STATE OF IOWA:

ss.

COUNTY OF Delaware :

On this 20th day of March, 19 90, before me, the undersigned, a Notary Public in and for said State of Iowa, personally appeared Duane G. Tiemens and D. Wm. Johnson, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively, of said corporation, that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and that the said Duane G. Tiemens and D. Wm. Johnson as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Vera M. Goedken
Notary Public in and for said State and County
Vera M. Goedken

Form No. 510923-ROW
Revised 10/85
Retention - Perm.

FILE No. 6-2421	FILED FOR RECORD THE 16 DAY OF	STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 10.00	April, 19 90 AT 1:52	Joan Sheppard, Recorder
TRANSFER FEE $	O'CLOCK P. M. BOOK 1 PAGE 248	Misc.

MANCHESTER ENTERPRISES

MANCHESTER, IOWA

SECTION 31, T-89N, R-05W, LOT 8

DELAWARE COUNTY

