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

# RIGHT OF WAY AGREEMENT

Tract No. _____
Draft No. _____

AGREEMENT, made this 6th day of June, 19 90, between Daniel D. Rose and Phyllis J. Rose, husband and wife 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:

The East 25 feet of the North 1120 feet of the West Two-thirds (W 2/3) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 24, Township 87 North, Range 4 West of the 5th P.M., subject to the rights of the public road.

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.

~~Consideration~~ ~~agreement~~

Signed this 6th day of June, 19 90.

GRANTEE

IOWA ELECTRIC LIGHT AND POWER COMPANY

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

GRANTOR

Daniel D. Rose
Daniel D. Rose

Phyllis J. Rose
Phyllis J. Rose

STATE OF IOWA:

ss.

COUNTY OF Delaware,

On this 6th day of June, 19 90, before me, a Notary Public and in and for the State of Iowa, personally appeared Daniel D. Rose and Phyllis J. Rose, husband and wife

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

Geraldine P. Huber
Notary Public in and for said State and County

GERALDINE P. HUBER
MY COMMISSION EXPIRES
1-26-92

FILE No. 22-3009
RECORDING FEE $ 10.00
TRANSFER FEE $ _____

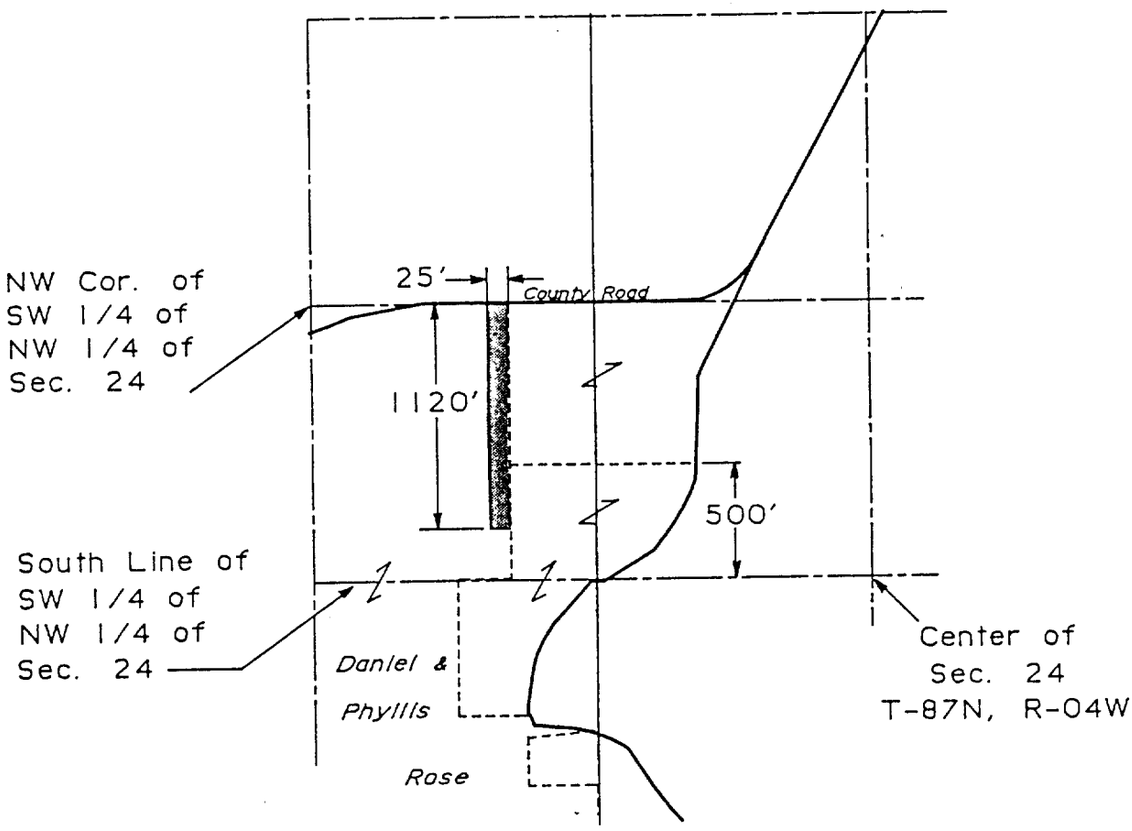
FILED FOR RECORD THE 20 DAY OF June, 1990 AT 4:13 O'CLOCK P. M. BOOK 2 PAGE 33

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Misc.

DANIEL D. & PHYLLIS J. ROSE
Section 24, T-87N, R-04W
Delaware County, Iowa

N

NTS




| PLOT/SCALE | DFTR&DATE | DWG. NO. |
|---|---|---|
| 100 | REB 5-03-90 | DRAFTER\EASEMENT\24-87-04 |