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

RIGHT OF WAY AGREEMENT

Tract No. _____
Draft No. _____

AGREEMENT, made this 16th day of November, 19 90, between Harvey Parker and Virginia Parker, 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 West 10 feet of Lot 2 of Stone's Fourth Addition to Delaware County, Iowa, a subdivision of part of Lot 28 of Stone's First Addition to Delaware County, Iowa; in accordance with plat recorded in Book 5 Plats, Page 130, Office of the Recorder, Delaware County, Iowa,

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 reserves~~ ~~all rights and privileges in said premises not inconsistent with this agreement.~~

Signed this 16 day of Nov, 19 90.

GRANTEE

IOWA ELECTRIC LIGHT AND POWER COMPANY

By David J Hinrichsen
David J Hinrichsen, Manager
Land Transaction Program

GRANTOR

Harvey Parker
Harvey Parker

Virginia Parker
Virginia Parker

STATE OF IOWA:

ss.

COUNTY OF Delaware,

On this 16th day of November, 19 90, before me, a Notary Public and in and for the State of Iowa, personally appeared Harvey Parker and Virginia Parker

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.

Delores R. Herington
Notary Public in and for said State and County

Delores R. Herington

FILE No. 59-1309
RECORDING FEE $ 10.00
TRANSFER FEE $ _____

FILED FOR RECORD THE 5 DAY OF December, 19 90 AT 10:43 O'CLOCK A M. BOOK 2 PAGE 112

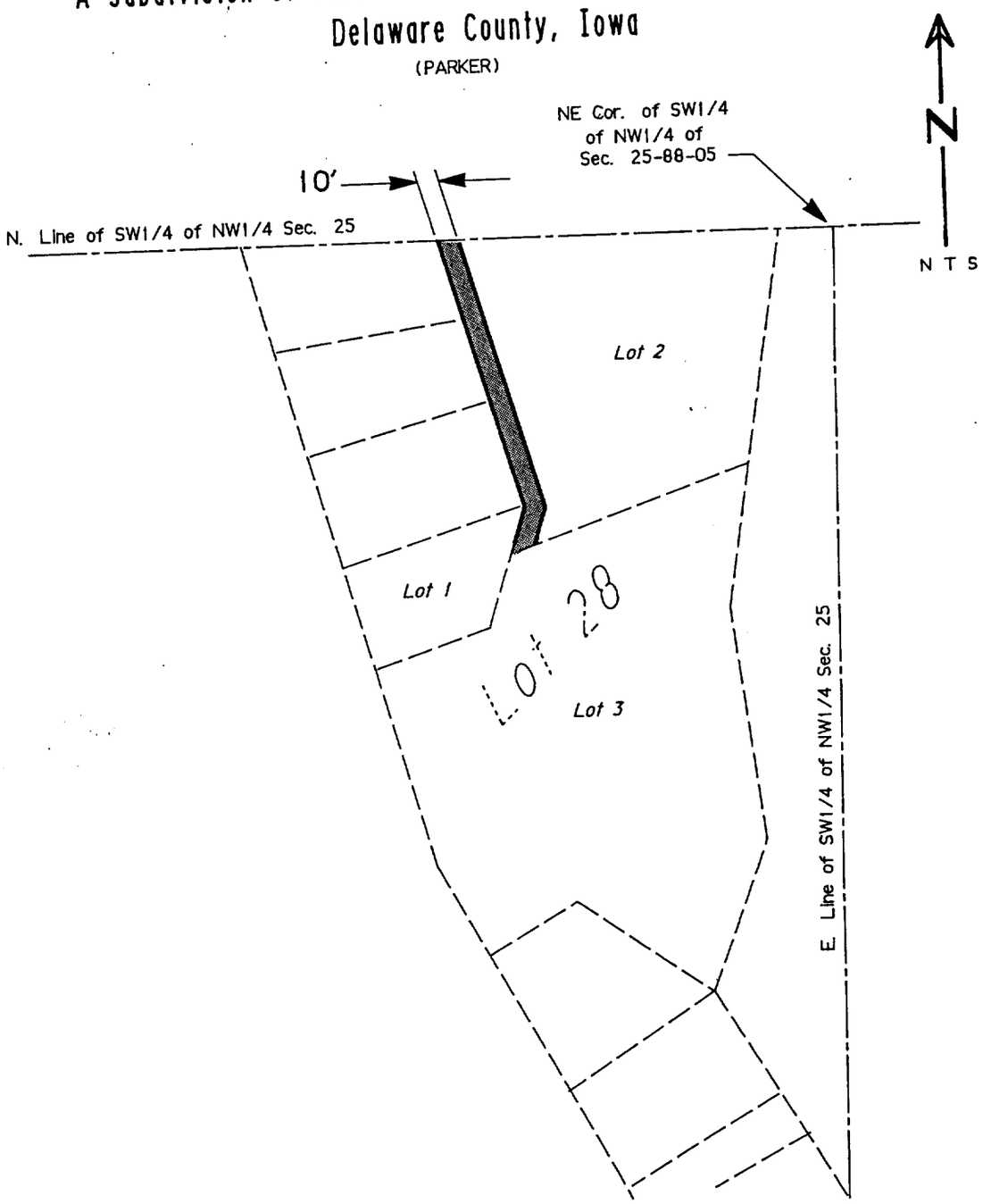
STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Misc.

STONE'S FOURTH ADDITION

A Subdivision of Part of Lot 28 of Stone's First Addition

Delaware County, Iowa

(PARKER)



PLOT\SCALE	DFTR\DATE	DIR\FILE:
100	REB 11-06-90	DRAFTER\EASEMENT\DELAWA-C>25-88-0