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

RIGHT OF WAY AGREEMENT

Tract No. _____
Draft No. _____

AGREEMENT, made this 12th day of August, 19 90, between Archie W. Cooey, Jr. and Marcheta R. Cooey, 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:

See Exhibit A attached.

See Exhibit B attached.

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 Grantor's Agent to receive all compensation to be paid in consideration of this agreement.~~

Signed this 12 day of August, 19 90.

GRANTEE

IOWA ELECTRIC LIGHT AND POWER COMPANY

By David J. Hingtgen
Merger Land Transaction Leader

GRANTOR

Archie W. Cooey, Jr.
Marcheta R. Cooey
Marcheta R. Cooey

STATE OF IOWA:

ss.

COUNTY OF Delaware.

On this 12th day of August, 19 90, before me, a Notary Public and in and for the State of Iowa, personally appeared Archie W. Cooey Jr. and Marcheta R. Cooey
COOEY
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.

KRISTINE A. COOEY NOTARIAL SEAL

Kristine A. Cooey
Notary Public in and for said State and County

Kristine A. Cooey

FILE No. 60-1360
RECORDING FEE $ 20.00
TRANSFER FEE $ _____

FILED FOR RECORD THE 11 DAY OF December, 19 90 AT 10:48 O'CLOCK A. M. BOOK 2 PAGE 115

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

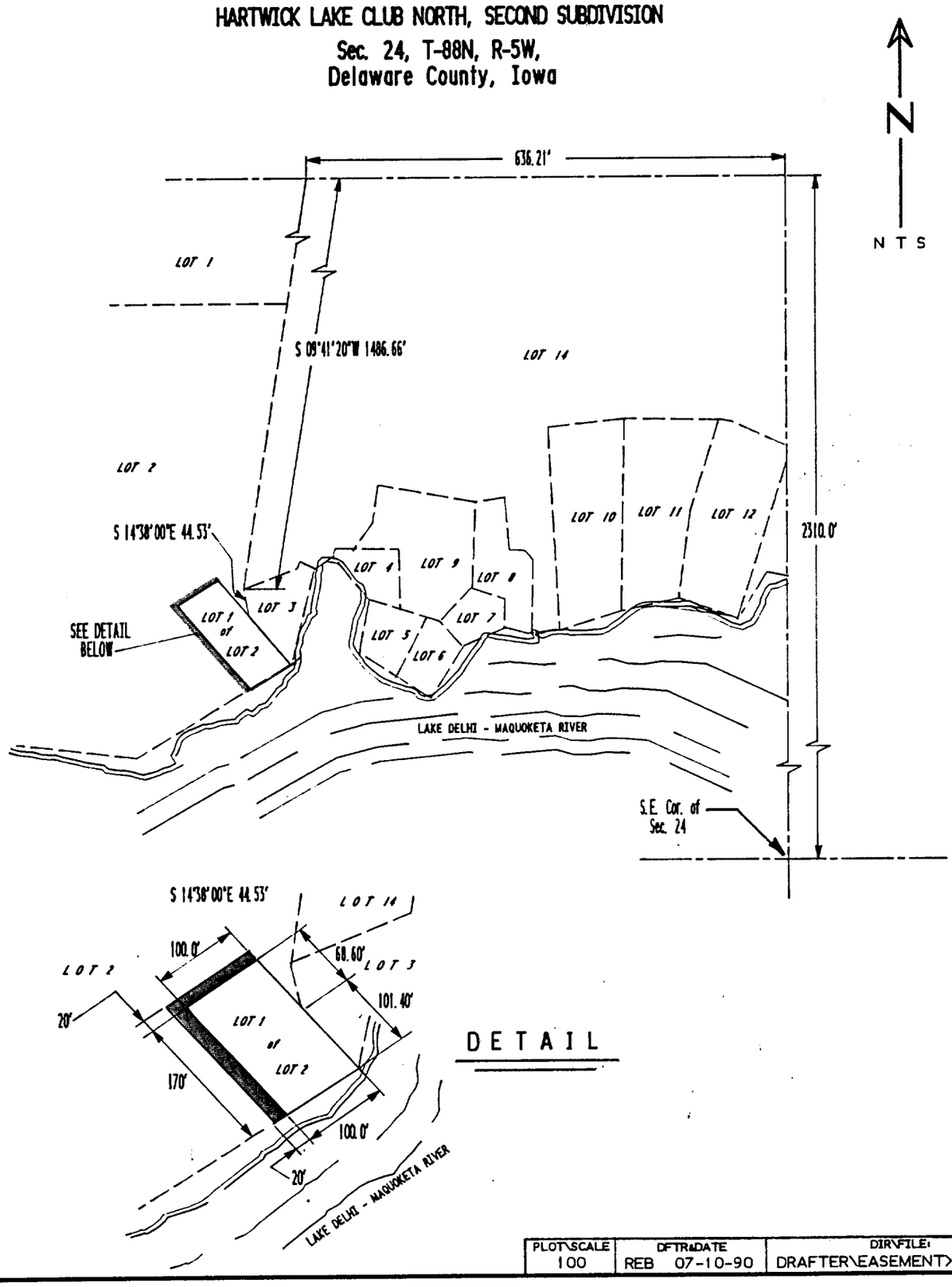
EXHIBIT A

A 20 ft. wide strip of land, being part of Lot Two (2) of Hartwick Lake Club North, Second Subdivision, a subdivision of part of the SE 1/4 of the SE 1/4 and of the NE 1/4 of the SE 1/4, except the North 10 acres thereof, all in Section 24, Township 88 North, Range 5 West of the 5th P.M. Delaware County, Iowa, according to plats recorded in the Office of Delaware County Recorder, Book 5, Plats, Page 81 and Book 6, Plats, Page 39.

Said 20 ft. wide strip abuts and parallels the northwesterly and southwesterly lot lines of Lot 1 of said Lot 2 of said subdivision; and said 20 ft. wide strip extends N 42°-21'-50" W 20 ft. from the Northwest corner of said Lot 1 of said Lot 2 lying southwesterly thereof.

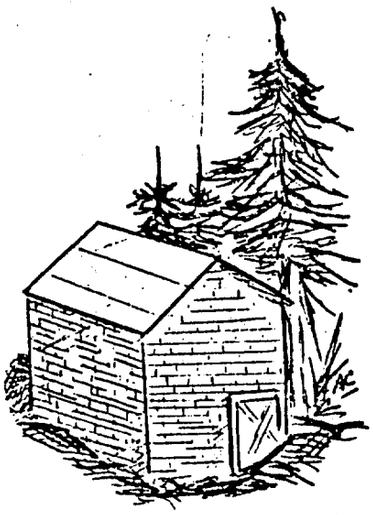
HARTWICK LAKE CLUB NORTH, SECOND SUBDIVISION

Sec. 24, T-88N, R-5W,
Delaware County, Iowa



DETAIL

PLOT\SCALE	DFTR&DATE	DIR\FILE:
100	REB 07-10-90	DRAFTER\EASEMENT>24-88-5



The Wood Kiln at Hartwick.
Built 1850.

Hartwick Lake Club

R.R. 2 Box 2
Delhi, Iowa 52223
Phone 319-922-2792
319-922-2934
Marcheta & Archie Cooey
"Family Owned Since 1869"

Improved Lake Front Lots
and
Wooded Lots for Sale or Leas
Pastures for Rent

August 12, 1990

Exhibit B

Iowa Electric Light & Power Co.
302 S. Elm
Anamosa, Ia. 52205
Att'n: Terry Halstead

Dear Mr. Halstead:

Enclosed please find the papers that you ask us to sign along with our copy that I would like you to sign and return. It is our understanding that we are signing for your easement on the two sides of lot 1 of lot 2 of HLC North 2nd. Sub.

As you know you put in a new line from above mentioned lot west to Camp O Delhi. At the time this new line was put in they did change the location somewhat and at the time I was given verbal assurance that if I should develop more of Lot 2 that you would work with me if there needed to be changes. Since I have never been paid for this easement and Iowa Electric and I have always been able to work out mutual working conditions, I would like this letter to be filed with this agreement that if the line to Camp O Delhi needs to be moved that you will move said line at your expense.

Thank you.

Sincerely,

Marcheta R Cooey

Marcheta R. Cooey