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

RIGHT OF WAY AGREEMENT

Draft No. ______

AGREEMENT, made this 15th day of November, 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 20 foot wide strip of land abutting and lying West of the East line of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 32, Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa, described as follows: Commencing at the Southeast corner of said SW1/4 SW1/4 of Section 32; thence North along said East line of the SW1/4 SW1/4 of Section 32, 80 feet to the point of beginning; thence West along a line parallel to the South line of said Section 32, 20 feet; thence North parallel to the East line of said SW1/4 SW1/4 of Section 32 to a point 60 feet radially distant Southeasterly from the centerline of Primary Road No. 13, as relocated in 1930; thence Northeasterly along Southeasterly right of way of said road to a point on the East line of said SW1/4 SW1/4 of Section 32, said point being 60 feet radially distant Southeasterly from centerline of said Primary Road No. 13; thence South along the East line of said SW1/4 SW1/4 of Section 32 to the point of beginning; subject to the rights of the public roads.

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. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

Signed this 15th day of November, 19 90.

GRANTEE

IOWA ELECTRIC LIGHT AND POWER COMPANY

By [signature]
David J. Hingtgen, Manager
Land Transaction Program

GRANTOR

Manchester Enterprises, Inc.

By: Duane G. Tiemens, Pres. [signature]
Duane G. Tiemens

D. William Johnson Sec/Treas [signature]
D. William Johnson

[corporate seal]

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

STATE OF IOWA:
ss.
COUNTY OF Delaware:

On this 15th day of November, 19 90, before me, the undersigned, a Notary Public in and for said State of Iowa, personally appeared Duane G. Tiemens and D. William Johnson, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary-Treasurer 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. William 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 [signature] / Vera M. Goedken
Notary Public in and for said State and County

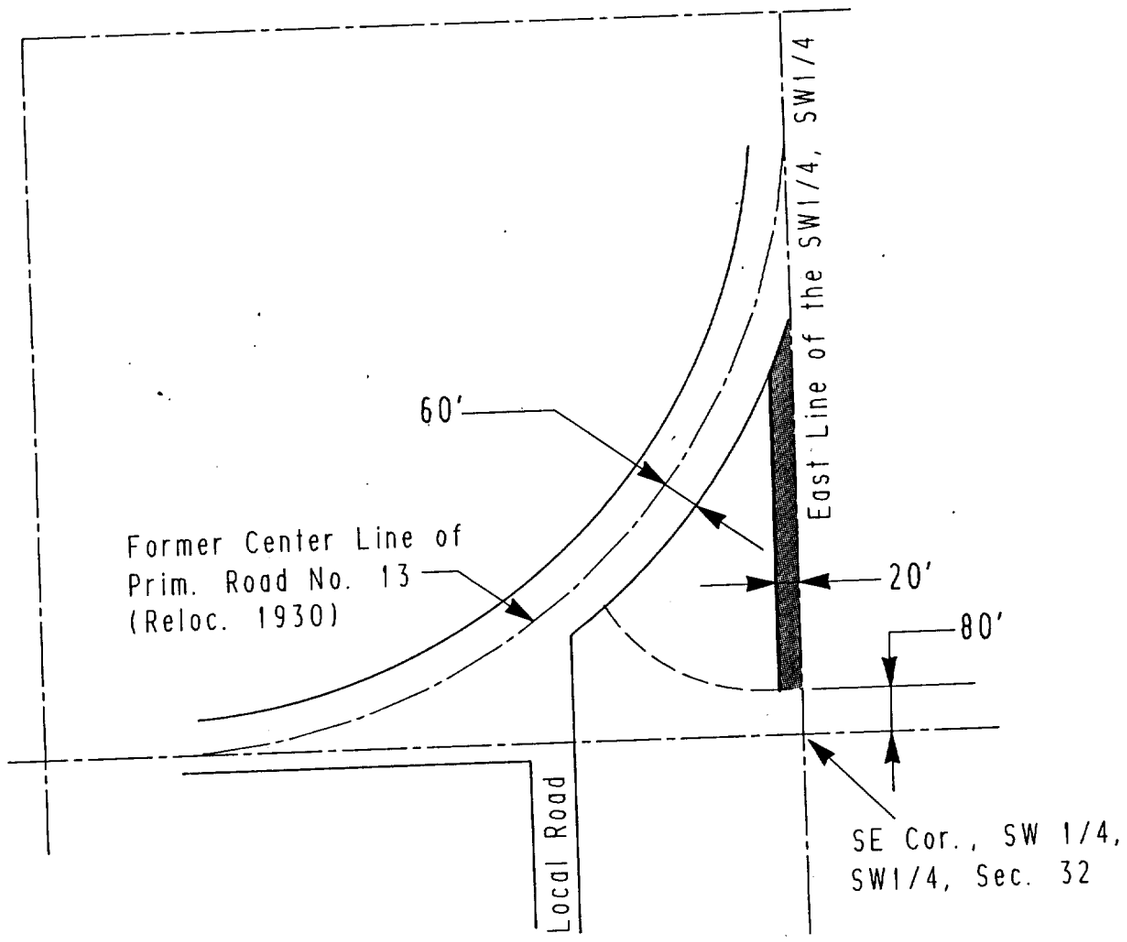
[notarial seal]

FILE No. 62-1437 RECORDING FEE $ 10.00 TRANSFER FEE $	FILED FOR RECORD THE 21 DAY OF December, 19 90 AT 10:31 O'CLOCK A M. BOOK 2 PAGE 127	STATE OF IOWA, DELAWARE COUNTY Joan Sheppard, Recorder Misc.

MANCHESTER ENTERPRISES, INC.
Section 32, T-89N, R-05W
Delaware County, Iowa

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PLOT\SCALE	DFTR&DATE	DIR\FILE:
100	REB 10-18-90	DRAFTER\EASEMENT>DELAWA-C>32-89-05