RIGHT OF WAY AGREEMENT

AGREEMENT, made this 21st day of February, 19 92, between Catlett Farms Inc., an Iowa Corporation 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 successor 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 the County of Delaware, and the State of Iowa:

Description:

Commencing at the Southeast (SE) corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 33, Township 8 7North (N), Range 3 West (W) of the 5th P.M., Delaware County, Iowa; thence due West (W) along the South (S) line of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 33 to the East (E) right of way line of Highway 38 being the Point of Beginning: Thence due East (E) seventy-five feet (75') along the South (S) line of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 33 to a point; thence due North (N) six feet (6'); thence due West (W) parallel with the Southern line of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) to the East (E) right of way line of Highway 38; thence continuing Southwesterly (SW'ly) along the Easterly (E'ly) right of way line of Highway 38 to the Point of Beginning. Subject to public right of way and easement of record. Also, Iowa Electric Light and Power Company agrees any permanent fixture will be located within 2 feet of the fence which serves as the South line of this easement.

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 purpose.

Wires constructed pursuant to this easement 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 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 line for the above stated purposes.

Signed this 21st day of February, 19 92.

GRANTEE

IOWA ELECTRIC LIGHT AND POWER COMPANY

By David J. Hingtgen
David J. Hingtgen, Manager
Land Transaction Program

GRANTOR

Joseph T. Catlett A/K/A Joe T. Catlett

Lois M. Catlett

Lois M. Catlett

STATE OF IOWA:

SS:

COUNTY OF Jones

On this 21st day of Feb, 1992, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joe T. and Lois M. Catlett to me known to be the identical person(s) named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

catlett.agr.bac

JEAN M. DRUMMY
MY COMMISSION EXPIRES
June 28, 1993

Jean M. Drummy
Notary Public in and for said County and State

FILE No. 167-2438
RECORDING FEE $ 10.00
TRANSFER FEE $

FILED FOR RECORD THE 4 DAY OF March, 19 92 AT 12:14 O'CLOCK P. M. BOOK 3 PAGE 28

STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
Misc.

POLE ANCHOR EASEMENT

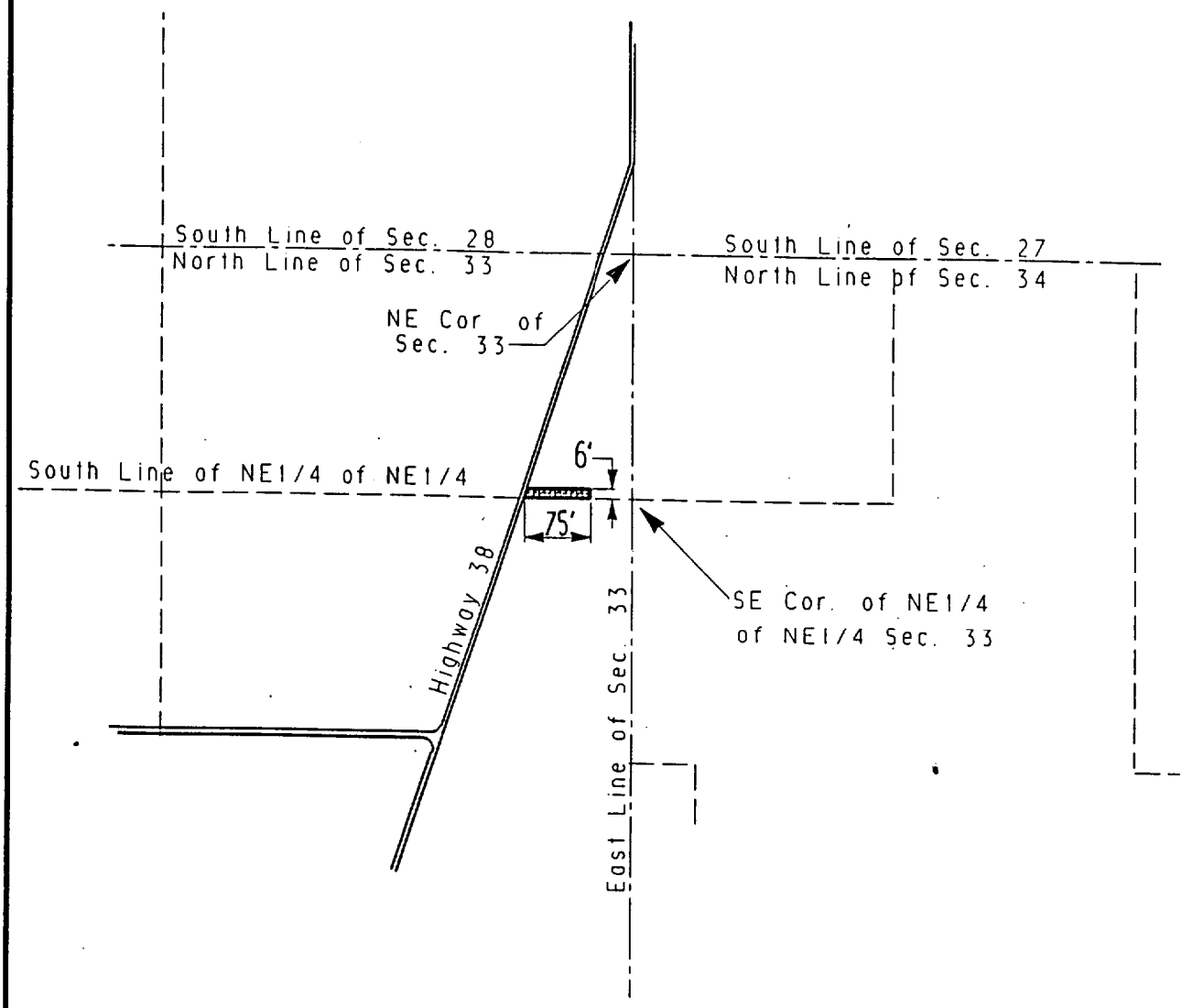
Catlett Farms, Incorporated, an Iowa Corporation

Part of the NE1/4 of NE1/4, Sec. 33, T-87N, R-03W,

Part of the NE1/4 of NE1/4, Sec. 33, T-87N, R-03W,

N

NTS



HPGL\SCALE	DFTR&DATE	DIR\FILE:
100	REB 02-06-92	M:\DRAFTER\EASEMENT\DELAWA-C\33-87-3