

COMPUTER RECORDED COMPARED

ATTN: RIGHT-OF-WAY SERVICES P.O. BOX 657, 907 WALNUT DES MOINES, IA 50303

Parcel No. 61-11 Job No. 11-6155-41 Draft No. Structures No.

MIDWEST POWER SYSTEMS INC. TRANSMISSION LINE EASEMENT

State of Iowa County Madison Township 76 North Range 26 West of the 5th P.M. Section 20 & 29

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners(s) Kenneth V. Sinnwell - Contract Buyer

and the undersigned Tenant(s)

for and in consideration of One and no/100 dollars (\$ 1.00) do hereby grant to Midwest Power Systems Inc., an Iowa corporation, its successors and assigns, an easement for the purpose of and including the right to construct, reconstruct, maintain, operate, enlarge, repair, locate, and remove and replace wires and cables for the transmission of electric energy, and for communications purposes, and any poles, structures, foundations and other equipment incidental thereto, (hereinafter collectively referred to as the "Line") upon, over, along, and across certain real estate described below, together with the right to enter upon said real estate for the purpose of constructing, reconstructing, maintaining, operating, enlarging, repairing, locating, and removing and replacing the Line, the right to trim or remove (with reasonable care) such trees or other vegetation as may interfere with the proper maintenance and operation of the Line, and the right to remove from the strip of land specifically described below any obstruction, including buildings, fences, and other structures, which interfere with the maintenance and operation of the Line, and including but not limited to the right to sell, lease, apportion or subdivide its rights (or any part thereof) hereunder: Midwest Power Systems Inc. agrees that it will repair or pay for any damage to crops, fences, or other property of the undersigned caused by the construction, reconstruction, maintenance, operation, enlargement, repair, location, or removal and replacement of the Line, except any obstructions placed subsequent to the granting of this easement. Grantors agree that they will not construct or place any buildings, structures, parts, or other obstructions on the property described below which would result in a violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the Line.

The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-nine (29) and the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty (20), all in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

The transmission line easement will consist of the following:

That part of a strip of land 150 feet in width across the above described property, the centerline of said 150 foot strip is more particularly described as follows:

Commencing at the SW corner of the SE 1/4 of the SE 1/4 of Section 20, T76N, R26W of the 5th Principal Meridian; thence northerly along the west property line 200 feet more or less to the intersection of said west line with the centerline of an existing overhead transmission line, said point of intersection is the point of beginning; thence northeasterly along the centerline of said transmission line 1320 feet more or less to a point where said existing transmission line changes direction by 0°54'09" to the left; thence continuing northeasterly along said existing transmission line centerline 255 feet more or less to a point on the east property line which is also the point of termination, said termination point is 940 feet more or less northerly of the SE corner of Section 20, all being in Madison County, Iowa.

This easement is intended to cover multiple circuits within the described easement strip as shown on the attached Exhibit A and by this reference made a part hereof.

Midwest Power Systems Inc., its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement but the easement shall not otherwise be operative nor shall construction begin until the full consideration is paid as hereinafter provided.

The undersigned acknowledges payment of TWO HUNDRED AND THIRTY EIGHT HUNDRED AND NO/100 (\$ 238.00) hereunder, and it is agreed that if the balance of the stated consideration, THIRTY EIGHT HUNDRED AND NO/100 (\$ 38.00), is paid to the undersigned within 1 months from date hereof, this agreement shall become binding upon all parties hereto, their heirs, successors and assigns, and shall terminate upon the permanent removal or abandonment of the line. If the balance of the consideration is not paid as above limited, then the initial payment shall be forfeited to the grantor and both parties shall be released from all further obligation hereunder.

THE UNDERSIGNED SHALL HAVE THE STATUTORY RIGHT UNDER IOWA CODE CHAPTER 478 TO CANCEL THIS AGREEMENT BY MAILING A "NOTICE OF CANCELLATION" TO MIDWEST POWER SYSTEMS INC. BY CERTIFIED MAIL WITH RETURN RECEIPT REQUESTED. THE NOTICE MUST BE RECEIVED BY MIDWEST POWER SYSTEMS INC. WITHIN SEVEN (7) DAYS, EXCLUDING SATURDAY AND SUNDAY, TO BE EFFECTIVE.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THIS WRITTEN INFORMATION ON THE RIGHT TO CANCELLATION PRIOR TO EXECUTION OF THIS AGREEMENT AND FURTHER ACKNOWLEDGES RECEIPT OF THE FORM, IN DUPLICATE, THAT CAN BE USED TO GIVE NOTICE OF CANCELLATION TO MIDWEST POWER SYSTEMS INC.

Dated at WINTERSSET, IA, this 19 day of JULY, 1994

Kenneth V. Sinnwell signature

Tax I.D. Number/Social Security Number

Tax I.D. Number/Social Security Number

Tax I.D. Number/Social Security Number

STATE OF IOWA, SS MADISON COUNTY, IA. Book 133 Page 248 Filed for Record this 1 day of August, 1994 at 3:09 PM Recording Fee \$ 16.00 Michelle Usher, Recorder by [Signature]

RETURNED
DEFERRED
DEFERRED

ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MADISON } SS

On this 14th day of July, A.D., 1994, before me, a Notary Public in and for the said County and State, personally appeared Kenneth V. Simpson and Marie L. Simpson known to be the person(s) who is (or are) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Richard E. Lowry
Notary Public in the State of Iowa

RECORDED
INDEXED
FILED
JULY 20 1994
IOWA

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

On this _____ day of _____, A.D., 19____, before me, a Notary Public in and for the said County and State, personally appeared _____ known to be the person(s) who is (or are) named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

Notary Public in the State of Iowa

MORTGAGEE'S CONSENT

STATE OF _____ }
COUNTY OF _____ } SS

TO MIDWEST POWER SYSTEMS INC.

As legal holder and owner of all the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the _____ day of _____, 19____, recorded in the Recorder's Office of _____ County, Iowa, in Book _____, page _____, as Document No. _____, the undersigned hereby consent(s) and join(s) in the granting to said company of the within and foregoing right-of-way agreement.

Dated _____

ACKNOWLEDGMENT OF MORTGAGEE'S CONSENT

STATE OF IOWA
COUNTY OF _____ } SS

On this _____ day of _____, A.D., 19____, before me, a Notary Public, personally appeared _____ to me known to be the person(s) who is (or are) named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

Notary Public in the State of Iowa

CORPORATION ACKNOWLEDGMENT

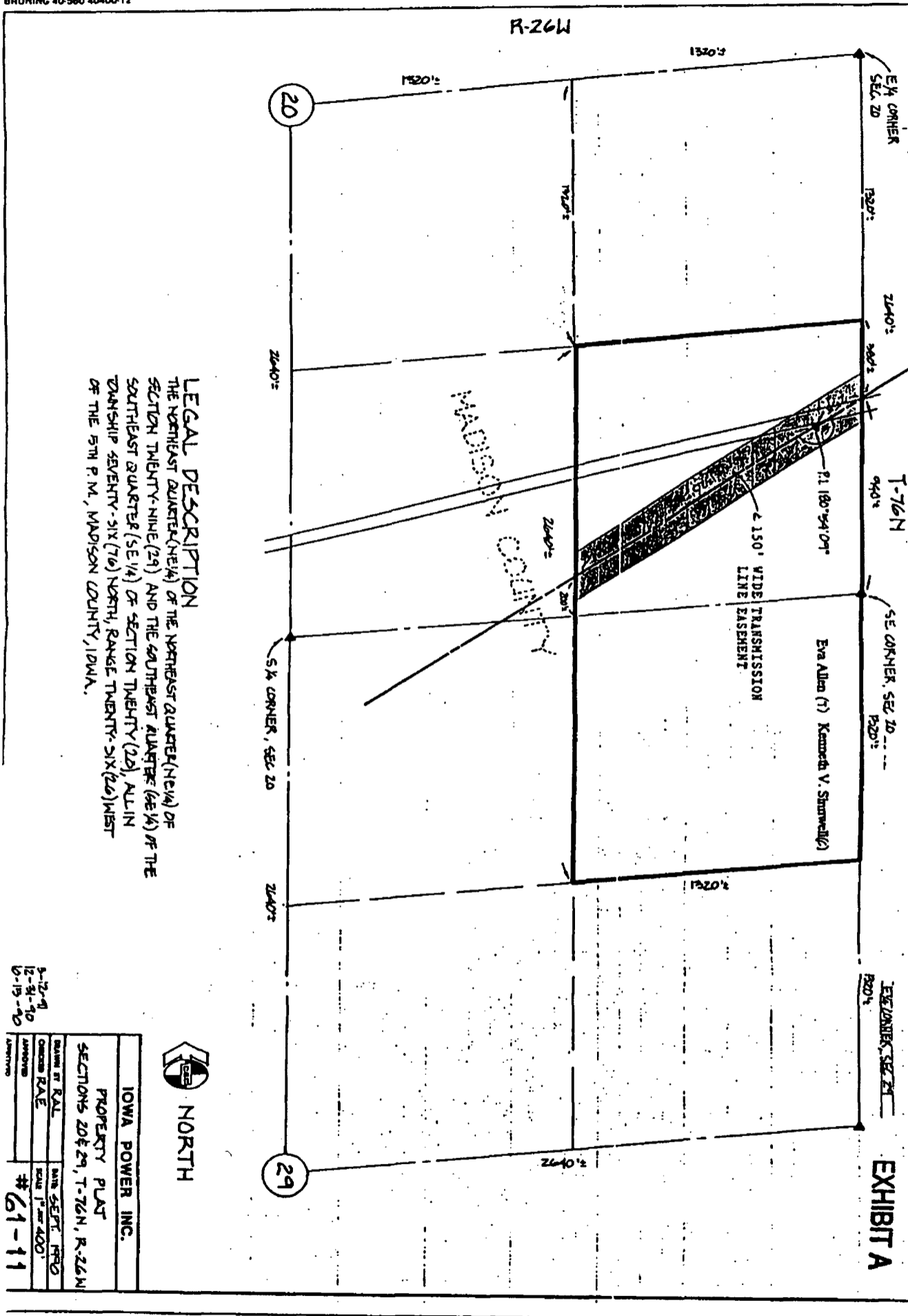
STATE OF IOWA
COUNTY OF _____ } SS

On this _____ day of _____, A.D., 19____, before me, a Notary Public in and for said County, personally appeared _____ and _____ personally known, who being by me duly sworn, did say that _____ is (are) (respectively) the _____ and _____ of said _____ (that the seal affixed to said instrument is seal of said) (that no seal has been procured by said) corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors, and the said _____ and _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

WITNESS my hand and seal the day and year last above written.

Notary Public in the State of Iowa

BRUNING 40-560 40400-12



LEGAL DESCRIPTION
 THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SECTION TWENTY-NINE (29) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY (20), ALL IN TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

9-12-71
 12-31-70
 6-15-70

IOWA POWER INC.	
PROPERTY PLAT	
SECTIONS 20 & 29, T-76N, R-26W	
DRAWN BY RAL	DATE SEPT 1970
CHECKED RAE	SCALE 1" = 400'
APPROVED	
# 61-11	