

PLEASE RETURN TO: MIDWEST POWER
ATTN: REAL ESTATE SERVICES
666 GRAND, P.O. BOX 657

DEED RECORD 134

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Parcel No. 61-22-C
Job No. CWO 11-6155-41
Draft No. 2409
Structures No. NONE

DES MOINES, IA 50303
MIDWEST POWER SYSTEMS INC.
TRANSMISSION LINE
EASEMENT

State of Iowa
County Madison
Township 76 North
Range 26 West of the 5th P.M.
Section 12

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners(s) Richard A. Hanrahan and Virginia S. Hanrahan

and the undersigned Tenant(s) None

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, plants, 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.

See Exhibit A attached and by this reference made a part hereof.

REC \$ 20.00
AUD \$ _____
R.M.F. \$ 1.00

FILED NO. 2164

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95 MAR 11 AM 10:08

COMPUTER
RECORDED
COMPARED

MICHELLE OTSLER
RECORDER
MADISON COUNTY, IOWA

Together with the right of ingress and egress across adjoining lands.

This easement is intended to cover multiple circuits within the described easement strip as shown on the attached Exhibit B 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 _____ dollars (\$ _____) hereunder, and it is agreed that if the balance of the stated consideration, \$ _____, is paid to the undersigned within _____ days 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.

Cumming, Ia
Dated at R.R. 50061, this 19 day of November, 19 92

Richard A. Hanrahan
Richard A. Hanrahan

Tax I.D. Number/Social Security Number

Virginia S. Hanrahan
Virginia S. Hanrahan

Tax I.D. Number/Social Security Number

Tax I.D. Number/Social Security Number

PLEASE RETURN TO MIDWEST POWER
2301 WEST 12TH AVENUE
DES MOINES, IOWA 50319

ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Madison)SS

On this 19 day of November, A.D., 19 92, before me, a Notary Public in and for the said County and State, personally appeared Richard A. Hanrahan & Virginia S. Hanrahan (H&W)

to me known to be the person(s) who is (or are) named in and who executed the foregoing instrument, and acknowledged that he y executed the same as their voluntary act and deed.



Richard E. Lowry
Notary Public in the State of 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 _____

to me known to be the person(s) who is (or are) named in and who executed the foregoing instrument, and acknowledged that he 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 he 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 _____

to me personally known, who being by me duly sworn, did say that he, 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 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

EXHIBIT A

PARCEL 61-22-C

The North 1/2 of the SW 1/4 except the SE 1/4 of the NE 1/4 of the SW 1/4 all in Section 12, Township 76 North, Range 26 West of the 5th Principal Meridian, 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 NE 1/4 of the SW 1/4 of Section 12, T76N, R26W of the 5th Principal Meridian; thence easterly along the south property line 110 feet more or less to the intersection of said south line with the centerline of an existing overhead transmission line, said point of intersection is the point of beginning for the first segment; thence northeasterly along the centerline of said transmission line 645 feet more or less to a point on the east property line which is also the point of termination of the first segment, said termination point is 270 feet more or less northerly of the SE Corner of the SW 1/4 of the NE 1/4 of the SW 1/4 of said Section 12.

ALSO

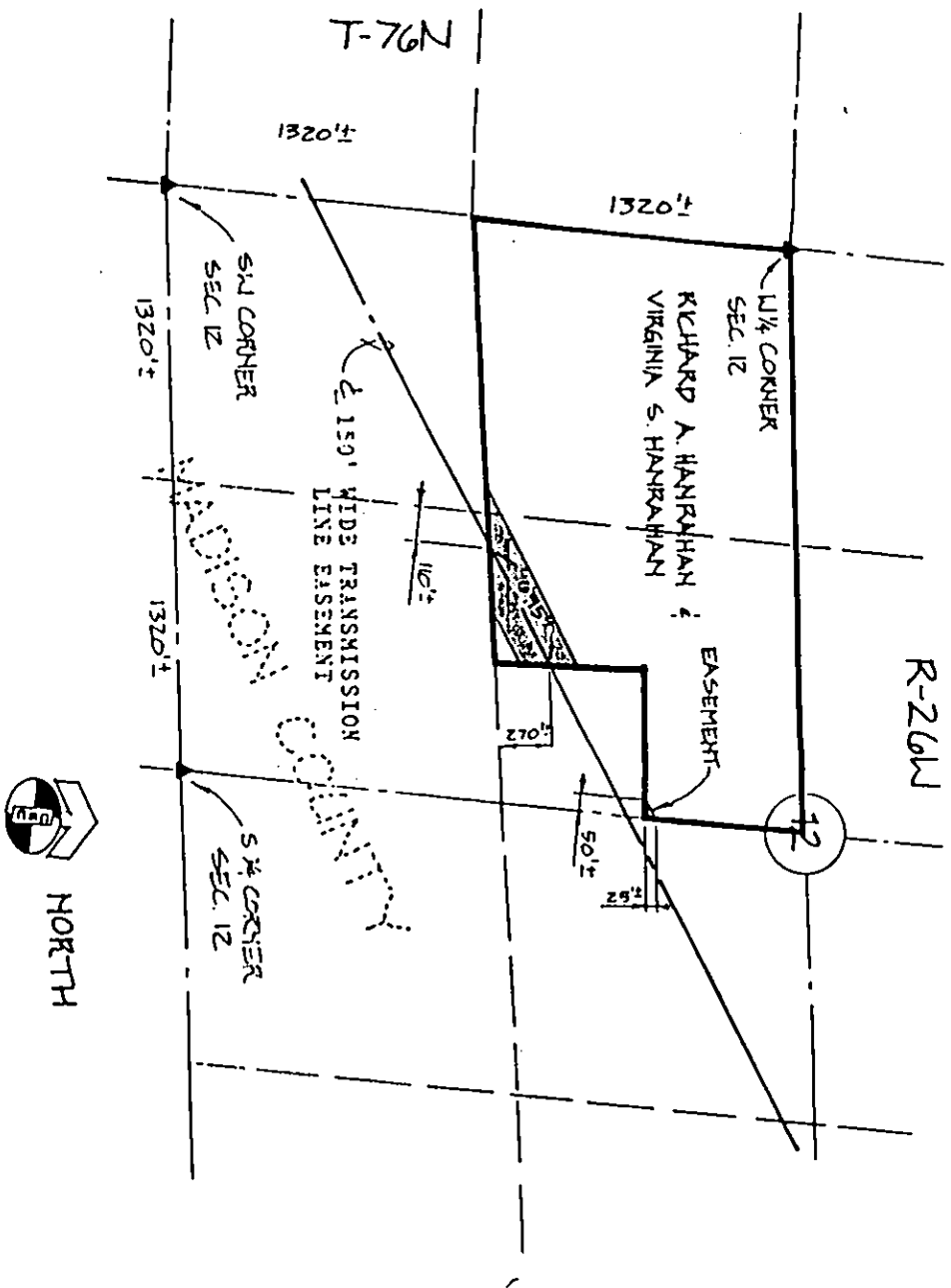
That part of a 150 foot wide strip of land that is within 75 feet of the centerline of an existing overhead transmission line and said centerline does not cross this property in this area. The parcel is the second segment and is more particularly described as follows:

Beginning at the SE Corner of the NE 1/4 of the NE 1/4 of the SW 1/4 of Section 12, T76N, R26W of the 5th Principal Meridian; thence westerly along the south property line 50 feet more or less; thence northeasterly to a point on the east property line; thence southerly along the east property line 25 feet more or less to the point of beginning. Both segments lie entirely in Madison County, Iowa.

EXHIBIT B

LEGAL DESCRIPTION

THE NORTH 1/2 OF THE SW 1/4 EXCEPT THE SE 1/4 OF THE NE 1/4 OF THE SW 1/4 ALL IN SECTION 12, TOWNSHIP 76 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN; MADISON COUNTY, IOWA.



IOWA POWER INC.	
PROPERTY PLAT	
SECTION 12, T-76N, R-26W	
DRAWN BY	MMD
DATE	SEPT. 1991
ORDERED BY	RAE
SCALE	1" = 660'
APPROVED	
APPROVED	# 61-22C