

Parcel No. 61-5
Job No. CWO 11-6155-41
Draft No. _____
Structures No. _____

IOWA POWER
TRANSMISSION LINE
EASEMENT

State of Iowa
County Madison
Township 76
Range 26
Section 30

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners(s) DOROTHY A. GRAY, Single; A. JOHN MARTIN and
BECKY L. MARTIN, Husband and Wife; and JOHN E. ENGLAND, Single;

XX

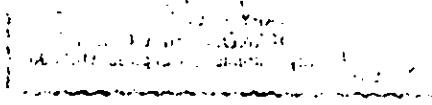
for and in consideration of one and no/100----- dollars(\$ 1.00)
do hereby grant to Iowa Power Inc., an Iowa corporation, its successors and assigns, an easement for the purpose of and including the right to construct, reconstruct, maintain, operate, enlarge, repair, locate, and remove and replace wires 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. Iowa Power 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 the Exhibits A and B attached and by this reference made a part hereof.

REC \$20.00
AUD \$ _____

CC: _____
FILED NO. 612
BOOK 130 PAGE 347

92 SEP -4 AM 10:06



MICHELLE LITSLER
RECORDER
MADISON COUNTY, IOWA

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

Iowa Power 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 NO/100----- dollars (\$ 200.00) hereunder, and it is agreed that if the balance of the stated consideration, ~~\$ -200.00~~, is paid to the undersigned within 5 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 IOWA POWER INC. BY CERTIFIED MAIL WITH RETURN RECEIPT REQUESTED. THE NOTICE MUST BE RECEIVED BY IOWA POWER 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 IOWA POWER INC.

Dated at Wentworth, Ia ~~7th~~, this 1st day of June, 19 92

A. John Martin
A. John Martin
Becky L. Martin
Becky L. Martin

Dorothy A. Gray
Dorothy A. Gray
John E. England
John E. England

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF MADISON)SS

On this 1st day of June, A.D., 19 92, before me, a Notary Public in and for the said County and State, personally appeared Dorothy A. Gray

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

Bea Handley
Notary Public in the State of Iowa

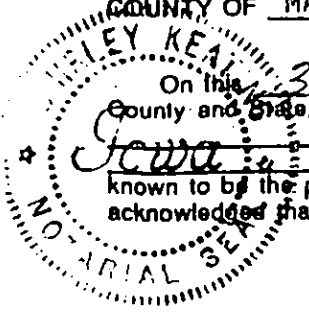
ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF MADISON)SS

On this 30 day of June, A.D., 19 92, before me, a Notary Public in and for the said County and State, personally appeared John E. England

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 his voluntary act and deed.

Shirley Keating
Notary Public in the State of Iowa



ACKNOWLEDGMENT

STATE OF MINNESOTA)
COUNTY OF Kandiyohi)SS

On this 10th day of July, A.D., 19 92, before me, a Notary Public in and for the said County and State, personally appeared A. John Martin and Becky L. Martin

to me 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.



Marvin H. Kray
Notary Public in the State of Minnesota

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 _____

to me 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 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 61-5

A parcel of land in the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 30 (30), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

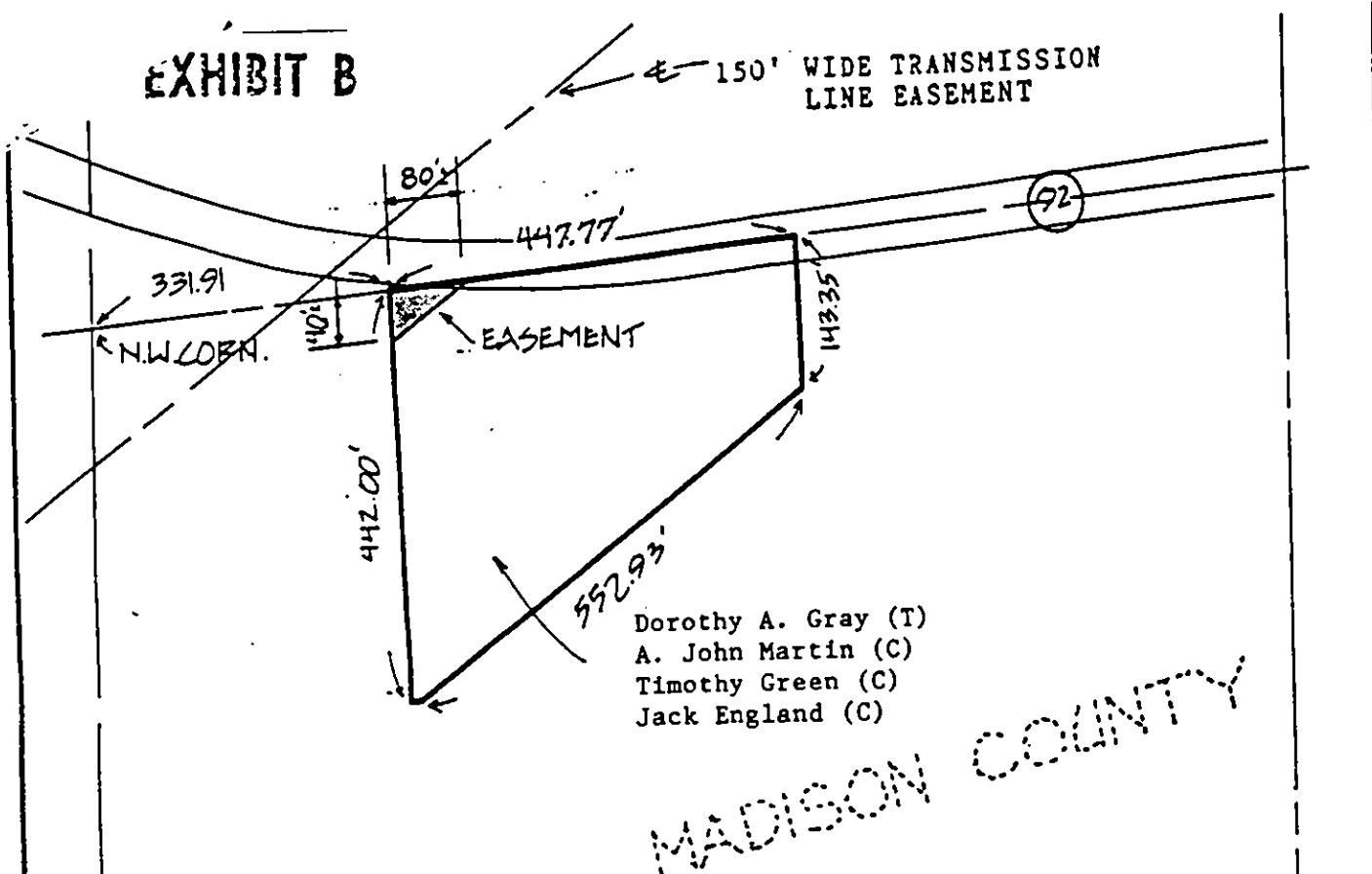
Commencing at the Northwest Corner of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty (30), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence along the North line of said Northeast Quarter (1/4) of the Southeast Quarter (1/4), North 84°30'00" East, 331.91 feet, to the point of beginning. Thence continuing along said North line, North 84°30'00" East, 447.77 feet; thence South 01°45'14" East, 143.35 feet; thence South 51°52'23" West, 552.93 feet; thence North 01°57'48" West, 442.00 feet to the point of beginning. Said parcel of land contains 3,000 Acres.

The transmission line easement will consist of the following:

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. The parcel is more particularly described as follows:

Beginning at the NW property corner; thence southerly along the west property line 40 feet more or less; thence northeasterly to a point on the north property line; thence westerly along the north property line 80 feet more or less to the point of beginning. Said parcel is located in Section 30, T76N, R26W of the 5th Principal Meridian, Madison County, Iowa.

EXHIBIT B



Dorothy A. Gray (T)
 A. John Martin (C)
 Timothy Green (C)
 Jack England (C)

LEGAL DESCRIPTION

A parcel of land in the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty (30), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty (30), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence along the North line of said Northeast Quarter (1/4) of the Southeast Quarter (1/4), North 84°30'00" East, 331.91 feet, to the point of beginning. Thence continuing along said North line, North 84°30'00" East, 447.77 feet; thence South 01°45'14" East, 143.35 feet; thence South 51°52'23" West, 552.93 feet; thence North 01°57'48" West, 442.00 feet to the point of beginning. Said parcel of land contains 3.000 Acres.

NE 1/4, SE 1/4, 30



IOWA POWER AND LIGHT CO.	
PROPERTY PLAT	
SECTION 30, T-76N, R-26W	
DRAWN BY SJK	DATE JULY 8/91
CHECKED RAE	SCALE 1"=200'
APPROVED	# 61-5
APPROVED	

E-2315

BRUNING 40-560 40400-7