

PLEASE RETURN TO: MIDWEST POWER
ATTN: REAL ESTATE SERVICES
666 GRAND, P.O. BOX 657
DES MOINES, IA 50303

Parcel # 61-4

State of Iowa
County Madison
Township 76 North
Range 26&27 West of the 5th P.M.
Section 25 & 30

OPTION FOR MIDWEST POWER SYSTEMS INC. TRANSMISSION LINE EASEMENT

This agreement is made as of this 3rd day of February, 1993, by and between the undersigned owner, of Madison County, State of Iowa, Wayne L. Hill and Naomi L. Hill ("Owner"), the undersigned tenant, of N/A County, State of N/A, N/A ("Tenant"), and Midwest Power Systems Inc. ("Midwest Power Systems Inc."), an Iowa corporation, its successors and assigns.

In consideration of the mutual covenants, promises and assurances contained herein, the parties agree as follows:

1. Owner owns (and Tenant leases, if applicable) the following described real estate located in Madison County, Iowa:

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

2103

FILED NO. 2103
BOOK 131 PAGE 205

Fee \$15.00

93 FEB 23 AM 10: 29

COMPUTER ☒
RECORDED ☒
COMPARED ☒

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Grantee N.H.
The parties agree that ~~Tenant~~ shall be allowed temporary access during construction of the 345 KV transmission line to the easement upon and over Owner's entrance from the Highway #92 right-of-way. In turn, in consideration of the use of this access, ~~Tenant~~ agrees to rock the owner's drive entrance and bring this entrance to grade all to Owner's satisfaction.

Grantee N.H.
As part of the consideration for this easement grant, the parties agree that Owner shall be given as part of the consideration for this easement grant the existing power line poles, cross braces and cross arms. The ~~Tenant~~ agrees to remove and disassemble all such items and place such items at an agreed location upon the Owner's premises.

(the "Property").

2. The undersigned acknowledges payment of **Two Hundred and no/100—Dollars (\$200.00)** hereunder, and the undersigned has agreed that if the balance of the consideration, **Thirteen Thousand Eight Hundred and no/100—Dollars (\$13,800.00)** is paid to the undersigned within **2 years** from the date hereof, the agreement for Transmission Line Easement shall become binding upon all parties hereto including, their heirs, successors and assigns, and Midwest Power Systems Inc. shall be entitled to record Transmission Line Easement, which easement shall terminate upon the permanent removal or abandonment of the line. If the balance of the consideration is not paid as above stated, then the initial payment shall be forfeited, and both parties shall be released from all further obligations hereunder.

3. The execution and recording of a Transmission Line Easement shall conclusively establish that Midwest Power Systems Inc. has exercised this option and paid the balance of the stated consideration.

4. It is further agreed that the obligation by Midwest Power Systems Inc. to pay the stated consideration herein shall run in favor of the undersigned personally, notwithstanding any conveyance(s) of the Property by the undersigned to any other party.

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

IN WITNESS WHEREOF, the parties have executed this Option Agreement on the day and year first above written.

Wayne L. Hill
Wayne L. Hill
Naomi L. Hill
Naomi L. Hill

[Redacted]
Tax I.D. Number/Social Security Number

[Redacted]
Tax I.D. Number/Social Security Number

[Redacted]
Tax I.D. Number/Social Security Number

MIDWEST POWER SYSTEMS INC.

By: P. J. Leighton Secretary
P. J. Leighton

ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF Madison } SS.

On this 3rd day of February, 19 93, before me, a Notary Public personally appeared Wayne L. Hill and Naomi L. Hill to me known to be the person(s) who are named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

John E. Casper
Notary Public in and for said County
John E. Casper



ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF _____ } SS.

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

Notary Public in and for said County

ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF _____ } SS.

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

Notary Public in and for said County

CORPORATION ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF POLK } SS.

On this 04 day of February, A.D. 19 93, before me, a Notary Public in and for said County, personally appeared P. J. Leighton to me personally known, who being by me duly sworn, did say that he is the **Secretary** of said **Midwest Power Systems Inc.** that no seal has been procured by said corporation and that said instrument was signed on behalf of the said corporation by authority of its board of directors, and the said P. J. Leighton 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.

My Commission expires _____

Julie A. Williams
Notary Public in and for said County



EXHIBIT A

Parcel 61-4

Commencing on the South line of Section Thirty (30), in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, at a point 80 rods West of the Southeast corner of said Section, and running thence North 78 rods, thence West 50 rods, thence South 32 rods, thence West 8 rods, thence South 46 rods, thence East 58 rods to the place of beginning, excepting the right of way of the Chicago, Rock Island and Pacific Railroad Company over and across the same; and that part of the West Fractional Half (1/2) of the South Fractional Half of Section 30, in Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at a point which is 53 rods West of the Northwest corner of the East Half (1/2) of the Southeast Fractional Quarter (1/4) of Section 30, and running thence South 50 rods, thence East 3 rods, thence South 64 rods, thence West 8 rods, thence South 46 rods to the South line of said Section, thence West on said South line 72 rods to the Township line, thence North on said Township line 160 rods to the North line of said South Fractional Half (1/2) of said Section, thence East on said line to the place of beginning (except right of way of C.R.I. & P. Ry. Co.); and also the Northeast Quarter (1/4) of the Southeast Quarter (1/4) and the East Half (1/2) of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 25, in Township 76 North, Range 27 West of the 5th P.M., except right of way of C.R.I. & P. Ry. Co. over and across said East Half (1/2) of the Southeast Quarter (1/4) of the Southeast Quarter (1/4); and also a strip of land 40 feet wide off the East side of the East Half (1/2) of the Northeast Quarter (1/4) of Section 25, in Township 76 North, Range 27 West of the 5th P.M., lying South of the public road or highway.

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 SE corner of Section 25, T76N, R27W of the 5th Principal Meridian; thence westerly along the south property line 660 feet more or less, and northerly along the west property line 525 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 2440 feet more or less to a point on the east property line which is also the point of termination, said termination point is 730 feet more or less southerly of the NE property corner, all being in Madison County, Iowa.