

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

Parcel # 61-10

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

OPTION FOR MIDWEST POWER SYSTEMS INC. TRANSMISSION LINE EASEMENT

This agreement is made as of this 5th day of February, 1993, by and between the undersigned owner, of Madison County, State of Iowa, **Anthony John LaFratte and Frances Darlene LaFratte** ("Owner"), the undersigned tenant, of Warren County, State of Iowa, **John P. LaFratte** ("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 Warren County, Iowa:

MADISON

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

FILED NO. **2105**
BOOK 131 PAGE 211
93 FEB 23 AM 10:31
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

\$15.00

COMPUTER
RECORDED
COMPARED

(the "Property").

2. The undersigned acknowledges payment **Two Hundred and no/100—Dollars (\$200.00)** hereunder, and the undersigned has agreed that if the balance of the consideration, **Four Thousand Eight Hundred and no/100—Dollars (\$4,800.00)** is paid to the undersigned within **two 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.

Anthony John LaFratte

Anthony John LaFratte

Frances Darlene LaFratte

Frances Darlene LaFratte

John P. LaFratte

John P. LaFratte (Tenant)

Tax I.D. Number/Social Security Number

Tax I.D. Number/Social Security Number

Tax I.D. Number/Social Security Number

MIDWEST POWER SYSTEMS INC.

By: P. G. Leighton, Secretary
P. G. Leighton

2000 FEBRUARY 23

ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF MADISON } SS.

On this 5th day of February, 1993, before me, a Notary Public personally appeared Anthony J. Labadie, Francis Dominic LaFayette & John P. LaFayette 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.



[Signature]
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 _____ he _____ 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 _____ he _____ 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 10th day of February, A.D. 1993, 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 61-10

The Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), and the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section Twenty (20), EXCEPT therefrom a tract described as follows: Commencing at a point 31 rods and 14 feet South of the Northwest Corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section Twenty (20), and running thence South 17 rods and 10 feet, thence East 4 rods, thence North 17 rods and 10 feet, thence West 4 rods to the place of beginning, used for cemetery; AND EXCEPT a parcel of land in the West Half of the Southeast Quarter of Section 20, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northeast Corner of the SW 1/4 of the SE 1/4 of Section 20, T76N, R26W, thence along the East line of the NW 1/4 of the SE 1/4 of said Section 20, North 00°00', 46.0 feet; thence South 34°24' West, 57.8 feet; thence South 01°19' West, 610.6 feet to the centerline of a county road; thence along said centerline, North 77°45' East, 47.8 feet; thence along the East line of the SW 1/4 of the SE 1/4 of said Section 20, North 00°00' 602.00 feet to the point of beginning. Said parcel of land contains 0.569 acres including 0.036 Acres of county road right of way; also, the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) and the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-nine (29), all in Township Seventy-six (76) North, of 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 N 1/4 corner of Section 29, T76N, R26W of the 5th Principal Meridian, thence southerly along the west property line 540 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 1580 feet more or less to a point on the east property line which is also the point of termination, said termination point is 200 feet more or less north of the south line of Section 20, all being in Madison County, Iowa.