

Parcel No. 61-19  
Job No. CWO 11-6155-41  
Draft No. 1110  
Structures No.

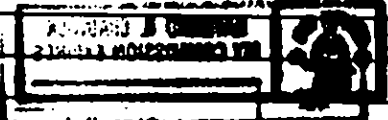
DES MOINES, IA 50303  
IOWA POWER  
TRANSMISSION LINE  
EASEMENT

State of Iowa  
County Madison  
Township 76N  
Range 26W  
Section 11, 14 & 15

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners(s) Lester Floyd Faux

and the undersigned Tenant(s) \_\_\_\_\_



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

FILED NO. 2280

Fee \$20.00

BOOK 131 PAGE 278

93 MAR 15 AM 11:24

MICHELLE UTZLER  
RECORDER  
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.

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 \_\_\_\_\_ 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 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 Proke, IA this 6<sup>th</sup> day of MAR, 1991

x Lester Floyd Faux  
Lester Floyd Faux

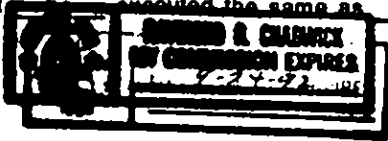
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF MADISON ) SS

On this 6<sup>th</sup> day of MAR, A.D., 19 91, before me, a Notary Public in and for the said County and State, personally appeared Lester Floyd Paul

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.



Dennis & Chasney  
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 \_\_\_\_\_

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 IOWA POWER 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 \_\_\_\_\_

personally known, who being by me duly sworn, did say that he is (are) (respectively) the \_\_\_\_\_ to me 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 61-19

The South Thirty (30) Acres of the Southwest Quarter (SW 1/4) of the Southwest Quarter (1/4) of Section Eleven (11), the West Half (1/2) of the Northwest Quarter (NW 1/4) of Section Fourteen (14), the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Fourteen (14), The East Half (E 1/2) of the Northeast Quarter (NE 1/4), the East Half (E 1/2) of the Southeast Quarter (SE 1/4) and the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Fifteen (15), 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:

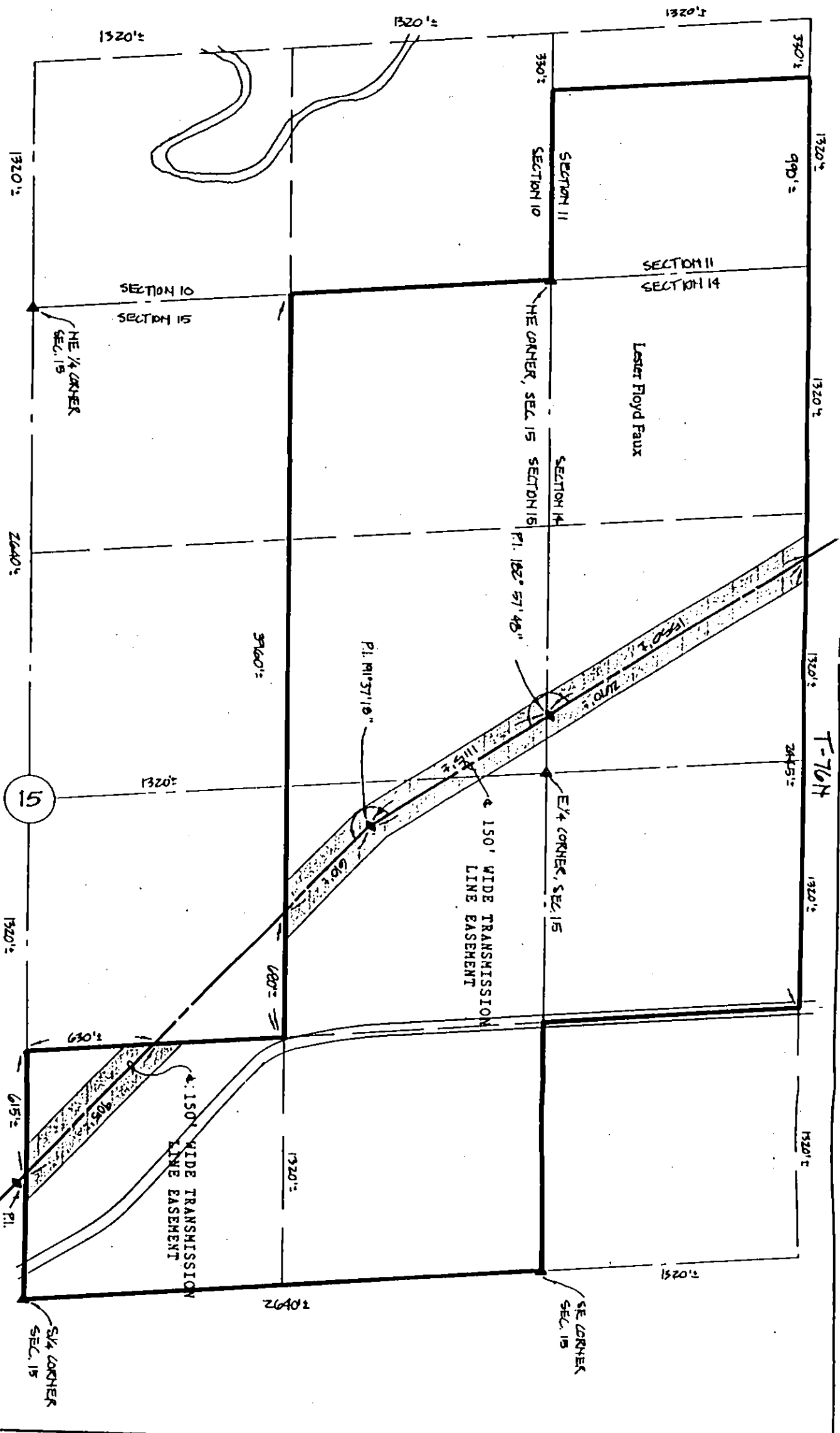
Commencing at the NW corner of the SW 1/4 of the SE 1/4 of Section 15, T76N, R26W of the 5th Principal Meridian; thence southerly along the west property line 615 feet more or less to the intersection of said west line with the centerline of an existing overhead transmission line, said point of intersection is the point of beginning for the first segment; thence northeasterly along the centerline of said transmission line 905 feet more or less to a point on the north property line which is also the point of termination, said termination point is 630 feet more or less easterly of the NW corner of the SW 1/4 of the SE 1/4 of Section 15, also, commencing at the SW corner of the NE 1/4 of SE 1/4 of Section 15, T76N, R26W of the 5th Principal Meridian; thence northerly along the west property line 680 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 for the second segment; thence northeasterly along the centerline of said transmission line 610 feet more or less to a point where said existing transmission line changes direction by  $11^{\circ}37'18''$  to the right; thence continuing northeasterly along said existing transmission line centerline 1115 feet more or less to a point where said existing transmission line changes direction by  $2^{\circ}57'48''$  to the right; thence continuing northeasterly along said existing transmission line centerline 1,550 feet more or less to a point on the east property line which is also the point of termination, said termination point is 2445 feet more or less northerly of the SE property corner, 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 B and by this reference made a part hereof.

**EXHIBIT B**

BRIING 40 560 40400 12

R-26W



**LEGAL DESCRIPTION**

Madison County, Iowa  
 The South Thirty (30) Acres of the Southwest Quarter (SW 1/4) of the Southwest Quarter (1/4) of Section Eleven (11), the West Half (1/2) of the Northwest Quarter (NW 1/4) of Section Fourteen (14), the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Fourteen (14), the East Half (E 1/2) of the Northeast Quarter (NE 1/4), the East Half (E 1/2) of the Southeast Quarter (SE 1/4) and the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Fifteen (15), all in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M.

<b>IOWA POWER INC.</b>	
PROPERTY PLAT	
SECTIONS 11, 14 & 15, T-76N, R-26W	
DRAWN BY	RAE
CHECKED BY	RAE
DATE	SEPT. 1990
SCALE	1" = 500'
APPROVED	
# 61-19	