

ATTN: REAL ESTATE SERVICES DEED RECORD 131

Parcel No. 61-9
Job No. CWO 11-6155-41
Draft No. 1116
Structures No. 12

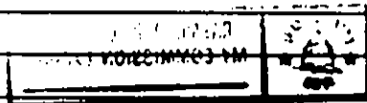
666 GRAND, P.O. BOX 657
DES MOINES, IA 50303
IOWA POWER
TRANSMISSION LINE
EASEMENT

State of Iowa
County Madison
Township 76N
Range 26W
Section 20 & 29

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners(s) H. W. DeBok and Denzel DeBok

and the undersigned Tenant(s) Ted Benschoff



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 Exhibits A and B attached and by this reference made a part hereof.

REC \$ 20.00
AUD \$ _____
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RECORDED
COMPARED
FILED NO. 2467
BOOK 131 PAGE 346
93 APR -5 PM 1:11
MICHELLE UTZLER
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 _____ 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 Patterson Ia., this 1st day of April, 1991

H. W. DeBok
H. W. DeBok

Denzel DeBok
Denzel DeBok

Ted Benschoff
Ted Benschoff

STATE OF Iowa)
COUNTY OF Madison) SS

ACKNOWLEDGMENT

On this 1st day of April, A.D., 19 91 before me, a Notary Public in and for the said County and State, personally appeared Denzel DeBok & H.W. DeBok 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 executed the same as Their voluntary act and deed.



Raymond R. Chadwick
Notary Public in the State of Iowa
Raymond R. Chadwick

STATE OF Iowa)
COUNTY OF MADISON) SS

ACKNOWLEDGMENT

On this 15th day of Aug, A.D., 19 91, before me, a Notary Public in and for the said County and State, personally appeared TED BEANS

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.



Raymond R. Chadwick
Notary Public in the State of Iowa

STATE OF _____)
COUNTY OF _____) SS

MORTGAGEE'S CONSENT

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 _____

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 61-9

The Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4); the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section Twenty (20), excepting therefrom the following described tract: Commencing at a point 32 rods South of the Northeast Corner of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty (20), and running thence South 20 rods, thence West 4 rods, thence North 20 rods, thence East 4 rods to the place of beginning, deeded for cemetery purposes; and the Northeast Quarter (NE 1/4) of the Northwest Quarter (1/4) of Section Twenty-nine (29), excepting therefrom 13 acres out of the Southwest Corner thereof described as follows: Commencing at the Southwest Corner thereof and running thence East 35 rods, thence North 59 rods and 10 1/2 links, thence West 35 rods, thence South 59 rods and 10 1/2 links to place of beginning, 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 SE corner of the NE 1/4 of the NW 1/4 of Section 29, T76N, R26W of the 5th Principal Meridian; thence westerly along the south property line 45 rods and northerly along the west property line 360 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 865 feet more or less to a point on the east property line which is also the point of termination, said termination point is 785 feet more or less north of the SE property corner, all being in Madison County, Iowa.

