

235-3249

PLEASE RETURN TO: MIDWEST POWER
ATTN: REAL ESTATE SERVICES
666 GRAND, P.O. BOX 657
DES MOINES, IOWA 50319
IOWA POWER
TRANSMISSION LINE
EASEMENT

SEP 18 '91

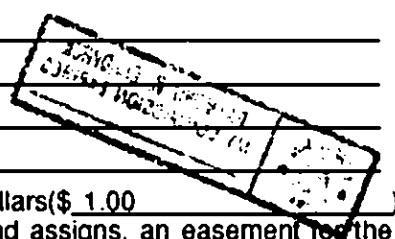
Parcel No. 61-17
Job No. CWO 11-6155-41
Draft No. 1832
Structures No. _____

State of Iowa
County Madison
Township 76N
Range 26W
Section 15

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners(s) Bruce C. Johnston

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.

REC 200
AUD -

FILED NO. 2516

BOOK 131 PAGE 367

93 APR -9 PM 12: 06

MICHELLE UPSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER
RECORDED
COMPARED

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, \$ None, is paid to the undersigned within N/A 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 Des Moines, this 8th day of May, 1992

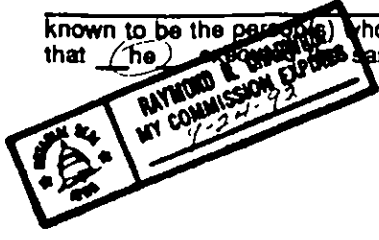
Bruce C. Johnston
Bruce C. Johnston

ACKNOWLEDGMENT

STATE OF Ia.)
COUNTY OF Polk)SS

On this 8th day of May, A.D., 19 93, before me, a Notary Public in and for the said County and State, personally appeared Ernest F. Johnston

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 H.F. voluntary act and deed.



Raymond E. Johnston
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 _____

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

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 _____

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 61-17

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

The SW 1/4 of Section 15, except that portion of the following described parcel that lies in the SW 1/4 of said Section 15;

Commencing at the SW Corner of Section 15, thence S89°46'50"E, 1493.83 feet along the south section line to the point of beginning; thence along the centerline of a county road N03°28'10"E, 536.80 feet; thence Northeasterly 260.00 feet along a 573.00 foot radius curve, concave southeasterly and having a central angle of 26°00'00", thence N29°28'10"E, 370.20 feet; thence northerly 420.00 feet along a 573.00 foot radius curve, concave westerly and having a central angle of 42°00'00", thence N12°31'50"W, 245.60 feet; thence northeasterly 350.00 feet along a 573.00 foot radius curve, concave easterly and having a central angle of 35°00'00"; thence N22°28'10"E, 710.38 feet; thence leaving said county road S89°12'14"E, 749.25 feet to a point on the east line of the West 1/2 of Section 15; thence south along said east line of the W 1/2 of Section 15 to the South 1/4 Corner of said Section 15; thence westerly along the south line of Section 15 to the point of beginning all in Section 15, Township 76 North, Range 26 West of the 5th Principal Meridian, Madison County, Iowa.

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 southeast property corner; thence westerly along the south line 15 feet more or less; thence northeasterly to a point on the east property line; thence southerly along the east property line 10 feet more or less to the point of beginning. Said parcel is located in Section 15, T76N, R26W of the 5th Principal Meridian, Madison County, Iowa.

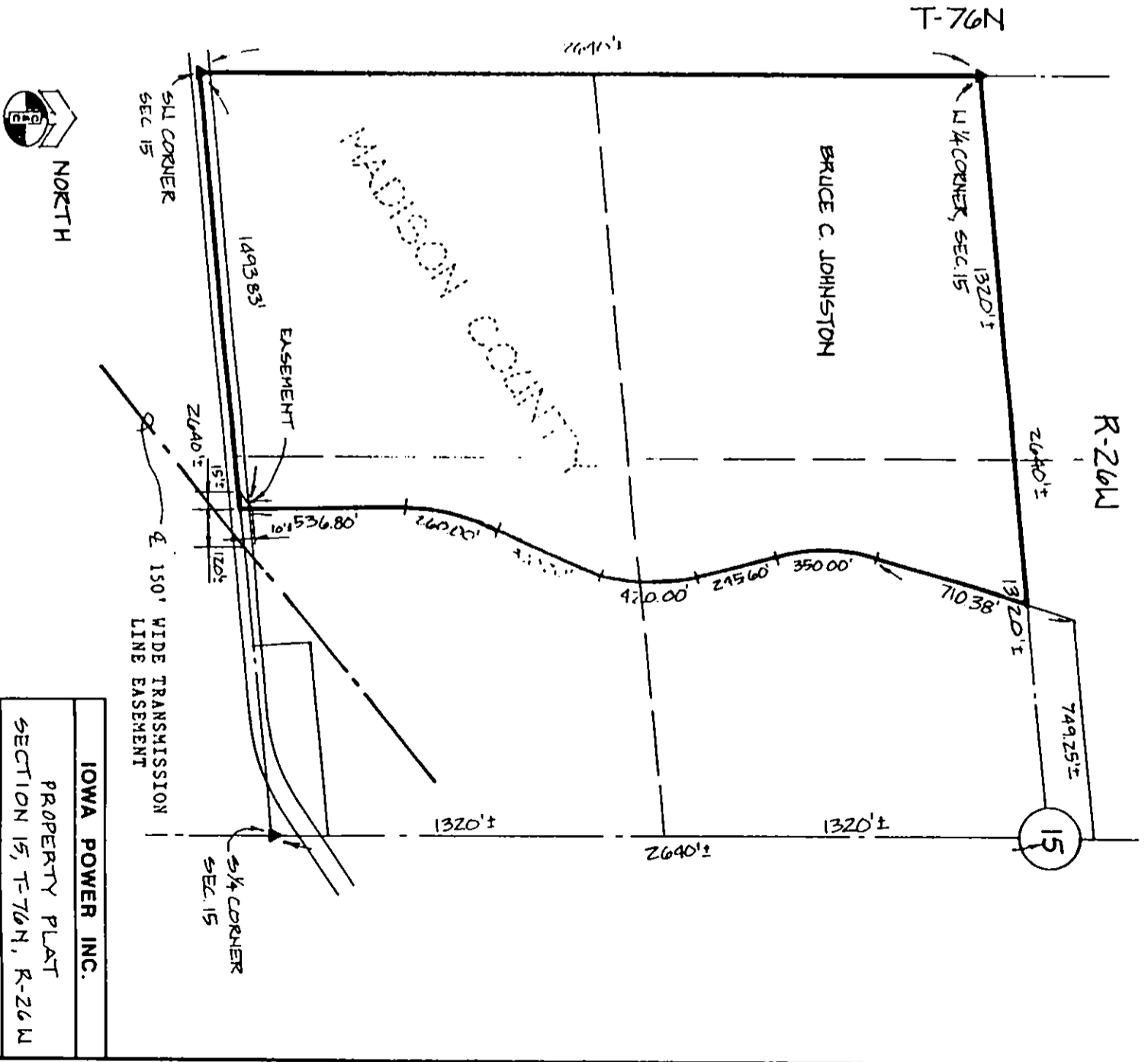
RUNING 40.560 40400.12

EXHIBIT B

LEGAL DESCRIPTION

THE SW 1/4 OF SECTION 15, EXCEPT THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL THAT LIES IN THE SW 1/4 OF SAID SECTION 15:

COMMENCING AT THE SW CORNER OF SECTION 15, THENCE S89 46'50"E, 1493.83 FEET ALONG THE SOUTH SECTION LINE TO THE POINT OF BEGINNING; THENCE ALONG THE CENTERLINE OF A COUNTY ROAD N03 28'10"E, 536.80 FEET; THENCE NORTHEASTERLY 260.00 FEET ALONG A 573.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A CENTRAL ANGLE OF 26 00'00"; THENCE N29 28'10"E, 370.20 FEET; THENCE NORTHERLY 420.00 FEET ALONG A 573.00 FOOT RADIUS CURVE, CONCAVE WESTERLY AND HAVING A CENTRAL ANGLE OF 42 00'00"; THENCE N12 31'50"W, 245.60 FEET; THENCE NORTHEASTERLY 350.00 FEET ALONG A 573.00 FOOT RADIUS CURVE, CONCAVE EASTERLY AND HAVING A CENTRAL ANGLE OF 35 00'00"; THENCE N22 28'10"E, 710.38 FEET; THENCE LEAVING SAID COUNTY ROAD S89 12'14"E, 749.25 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF SECTION 15; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 1/2 OF SECTION 15 TO THE SOUTH 1/4 CORNER OF SAID SECTION 15; THENCE WESTERLY ALONG THE SOUTH LINE OF SECTION 15 TO THE POINT OF BEGINNING ALL IN SECTION 15, TOWNSHIP 76 NORTH, RANGE 15 WEST OF THE PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA.



IOWA POWER INC.	
PROPERTY PLAT	
SECTION 15, T-76N, R-26W	
DRAWN BY MIND	DATE: SEPT 1991
ORDERED RAE	SCALE 1" = 400'
APPROVED	
APPROVED	
#61-17	