PLEASE RETURN TO: MIDWEST POWER ATTN: RIGHT-OF-WAY ERVICES 666 GRAND, P.O. BOX 667 DES MONIES, IA 50303

MIDWEST POWER SYSTEMS INC. OVERHEAD ELECTRIC LINE EASEMENT

| For and in consideration of the sum of One and no/100——————————————————————————————————— | Parcel No. <u>332-93</u> Project No. <u>00411</u> Work Req. No. <u>9301881</u> Sub No. <u>106315</u> | State of Iowa County of Madison Section 1 Township 77 Nor Range 26 West of the 5th P.M. |
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| other valuable consideration, in hand paid by MIDWEST POWER SYSTEMS INC. (an lowa Corporation, record which is hereby acknowledged, the undersignedMary Lou Enos & David E_Enos . (Grantors), heirs and assigns, do hereby grant to MIDWEST POWER SYSTEMS INC. (Grantee), its success or assigns, the right to construct, maintain, and operate an electrical supply line, and communications lines cables and the poles and other necessary equipment, upon, over, along, and across certain real estate describe below, together with the right to enter upon the said real estate for the purpose of constructing, maintaining, arrowing said lines or cables, and the right to firm or remove, with reasonable care, such trees as may intend with the proper maintenance or operation thereof, and the right to remove from the strip of land specific described below any obstruction, including buildings and other structures, three in proper maintenan and operation of said lines or cables. Grantors agree that they will not construct or place any permanent buildin structures, trees, plants, or other objects on the property described below. Grantors agree not to perform a construction that would change the existing grade resulting in a violation of the minimum clearance requireme of the National Electric Safety Code or that would interfere with the operation and maintenance of the lines cables. EASEMENT DESCRIPTION: An overhead electric line easement to consist of a 10 foot wide strip of land the centerfine of which is describe as follows: Beginning at a point approximately 105 feet east of the southwest corner; thence north a distance approximately 179 feet to a point 170 feet north of and 165 feet east of said corner to a pole mounted transform. All on and across a parcel of land described as being the West 350 feet of the South 13 1/2 Acres of Section Township 77 North, Range 26 West of the 5th P.M. Madison County, lowa MIDWEST POWER SYSTEMS INC. will repair or pay for any damage which may be caused to crog reaches, and this easement shal | | hange _20 west of the 5th F.M |
| or assigns, the right to construct, maintain, and operate an electrical supply line, and communications lines acables and the poles and other necessary equipment, upon, over, along, and across certain real estate describe below, together with the right to enter upon the said real estate for the purpose of constructing, maintaining removing said lines or cables, and the right to time or remove, with teasonable care, such trees as may interf with the proper maintenance or operation thereof, and the right to remove from the strip of land specific described below any obstruction, including buildings and other structures, which interfere with proper maintenar and operation of said lines or cables. Grantors agree that they will not construct or place any permanent buildin structures, trees, plants, or other objects on the properly described below. Grantors agree not to perform a construction that would change the existing grade resulting in a violation of the minimum clearance requireme of the National Electric Safety Code or that would interfere with the operation and maintenance of the lines cables. EASEMENT DESCRIPTION: An overhead electric line easement to consist of a 10 foot wide strip of land the centerline of which is describ as follows: Beginning at a point approximately 105 feet east of the southwest corner; thence north a distance approximately 179 feet to a point 170 feet north of and 160 feet east of the South 13 1/2 Acres of Section Township 77 North, Range 26 West of the 5th P.M., Madison County, lowa MIDWEST POWER SYSTEMS INC. will repair or pay for any damage which may be caused to crop lences, or other properly of the undersigned by the construction, maintenance, operation, or removal of said line or cables, and this easement shall be binding upon the heirs, successors, and assigns of both parties and shorthwest careful and the capture of the property of the undersigned by the construction, maintenance, operation, or removal of said lines or cables. Social Security Number/Tax I.D. Number Social | other valuable consideration, in hand paid by MIDV | VEST POWER SYSTEMS INC., an lowa Corporation, recei |
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| MIDWEST POWER SYSTEMS INC. will repair or pay for any damage which may be caused to crop rences, or other properly of the undersigned by the construction, maintenance, operation, or removal of said line or cables, and this easement shall be binding upon the heirs, successors, and assigns of both parties and shoontinue until cancelled by a mutual consent, or the removal and abandonment of said lines or cables. Dated this 24 day of December 19 93. Many Lou Enos Social Security Number/Tax I.D. Number ACKNOWLEDGMENT Social Security Number/Tax I.D. Number ACKNOWLEDGMENT On this 24td day of December 19 93 before me, a Notary Public, personally appeared the person of the person o | | beconner / |
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| Mary Lou Enos & Davis E. Enos |) ss | |
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