

Parcel No. 61-5
Job No. 11-8380-41
Draft No. _____
Structures No. _____

MIDWEST POWER SYSTEMS INC.
TRANSMISSION LINE
EASEMENT

State of Iowa
County Madison
Township 74
Range 29
Section 29

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners(s) Warren R. Kirkland and Betty A. Kirkland

and the undersigned Tenant(s) _____

for and in consideration of One and no/100 dollars (\$ 1.00) do hereby grant to Midwest Power Systems 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. Midwest Power Systems 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.

An easement to consist of a tract of land 100feet in width, said tract being 50 feet either side of the transmission line as constructed, said tract being more particularly described as follows:

Beginning at a point approximately 860 feet north of the southwest corner of the Southwest Quarter (SW1/4) of Section 29, Township 74 North, Range 29 West, Madison Co., Ia., extending thence northeasterly a distance of approximately 4590 feet to a point 775 north of the southwest corner of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of said Section 29. FILED NO. 505

COMPUTER
RECORDED
COMPARED

REC \$ 12.00
AUD \$ _____

93 AUG 26 AM 10:08
MICHELLE UTSLER
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.

Midwest Power Systems 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 Fifty and no/100 dollars (\$ 250.00) hereunder, and it is agreed that if the balance of the stated consideration, \$ none is paid to the undersigned within none 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 MIDWEST POWER SYSTEMS INC. BY CERTIFIED MAIL WITH RETURN RECEIPT REQUESTED. THE NOTICE MUST BE RECEIVED BY MIDWEST POWER SYSTEMS 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 MIDWEST POWER SYSTEMS INC.

Dated at Macksburg, this 4 day of August, 1993.

Warren R. Kirkland
Warren R. Kirkland
Betty A. Kirkland
Betty A. Kirkland

Tax I.D. Number/Social Security Number

Tax I.D. Number/Social Security Number

Tax I.D. Number/Social Security Number

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF MADISON) SS

On this 4th day of August, A.D., 19 59, before me, a Notary Public in and for the said County and State, personally appeared KIRBY R. KIRKLAND and Betty A. Kirkland 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 HEIR voluntary act and deed.



[Signature]
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 MIDWEST POWER SYSTEMS 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 _____ of said _____ and _____

(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