

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

DEED RECORD 132

Parcel No. 61-10
Job No. CWO 11-6155-41
Draft No. 2307 \$ 200.00
Structures No. _____

MIDWEST POWER SYSTEMS INC.
TRANSMISSION LINE
EASEMENT

State of Iowa
County Madison
Township 76 North
Range 26 West of the 5th P.M.
Section 20 & 29

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners(s) Anthony John LaFratte and Frances Darlene LaFratte

and the undersigned Tenant(s) John P. LaFratte

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.

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

FILED NO. 632

BOOK 132 PAGE 46

93 SEP 10 PM 2:02

COMPUTER
RECORDED
COMPARED

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 200.00
AUD \$ _____

This easement is intended to cover multiple circuits within the described easement strip as shown on the attached Exhibit B 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 dollars (\$ 200.00) hereunder, and it is agreed that if the balance of the stated consideration, \$ 4800.00, is paid to the undersigned within 24 ~~men~~ 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 Patterson, Ia. this 5th day of February, 1993.

Anthony J. LaFratte
Anthony John LaFratte

Tax I.D. Number/Social Security Number

Frances Darlene LaFratte
Frances Darlene LaFratte

Tax I.D. Number/Social Security Number

John P. LaFratte
John P. LaFratte (Tenant)

Tax I.D. Number/Social Security Number

MIDWEST POWER SYSTEMS INC. DEED
RECORDERS OFFICE
636 GRAND AVENUE
DES MOINES IA 50319

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF MADISON) SS

On this 5th day of FEBRUARY, A.D., 19 93, before me, a Notary Public in and for the said County and State, personally appeared Anthony John LaPrade aka Anthony J. LaPrade, FRANCES DOLORES LaPrade, and John P. LaPrade to me known to be the person(s) who is (or are) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Richard Myers
Notary Public in the State of Iowa

ACKNOWLEDGMENT

STATE OF Iowa)
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 Iowa)
COUNTY OF Polk) 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 February 11, 1993
Robert H. Muenchrath
Robert H. Muenchrath

- * Dated 4-20-66, Book 112, Page 37, Madison County Recorder.
- * Dated 10-5-72, File No. 1431, Book 118, Page 778, Madison County Recorder.
- * Dated 7-5-79, File No. 45, Book 131, Page 677, Madison County Recorder.
- * Dated 2-28-69, File No. 264, Book 114, Page 335, Madison County Recorder.
- * Dated 11-27-85, File No. 1107, Book 144, Page 439, Madison County Recorder.

ACKNOWLEDGMENT OF MORTGAGEE'S CONSENT

STATE OF IOWA)
COUNTY OF Polk) SS

On this 11th day of February, A.D., 19 93, before me, a Notary Public, personally appeared Robert H. Muenchrath to me known to be the person(s) who is (or are) named in and who executed the foregoing instrument, and acknowledged that x he executed the same as his voluntary act and deed.



Michael D. Peterson
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 _____ (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 61-10

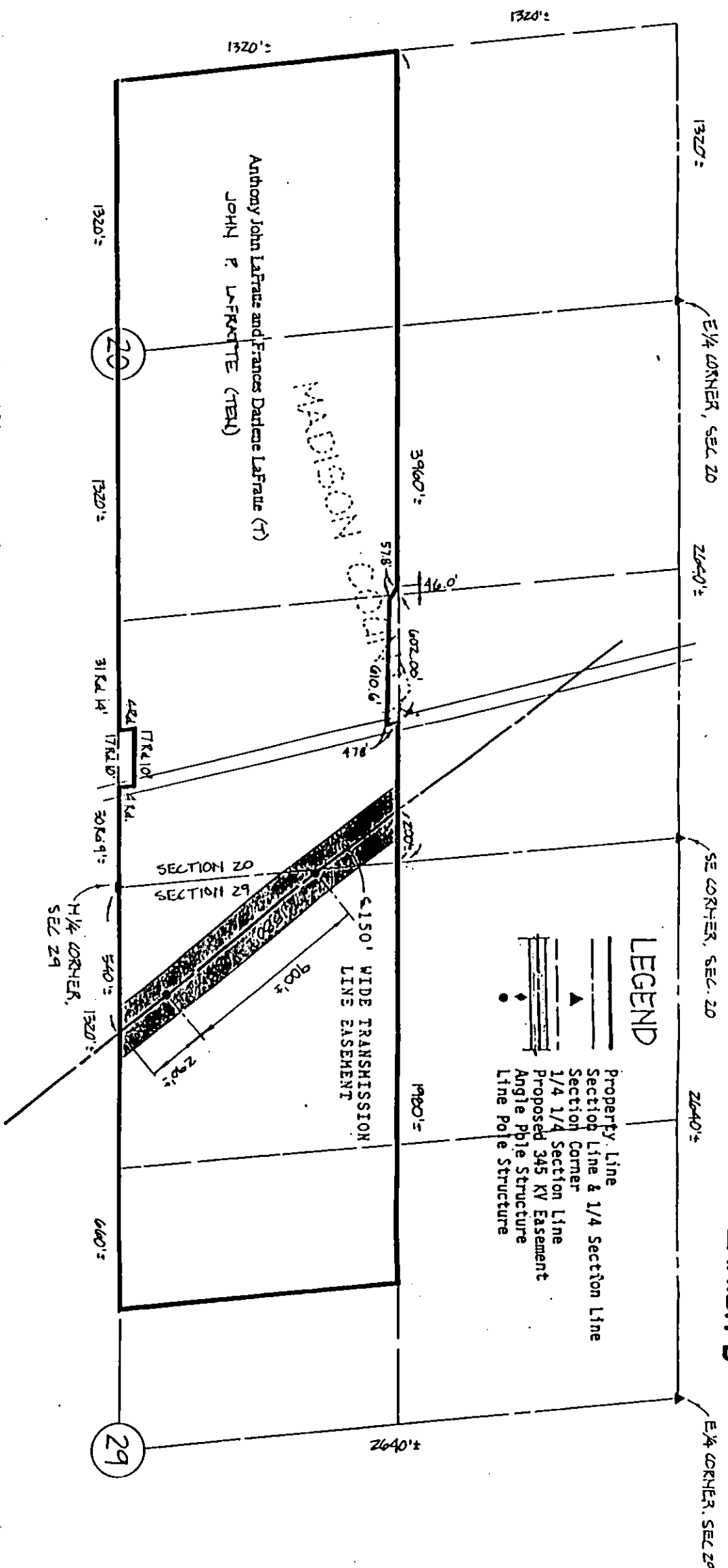
The Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), and the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section Twenty (20), EXCEPT therefrom a tract described as follows: Commencing at a point 31 rods and 14 feet South of the Northwest Corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section Twenty (20), and running thence South 17 rods and 10 feet, thence East 4 rods, thence North 17 rods and 10 feet, thence West 4 rods to the place of beginning, used for cemetery; AND EXCEPT a parcel of land in the West Half of the Southeast Quarter of Section 20, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northeast Corner of the SW 1/4 of the SE 1/4 of Section 20, T76N, R26W, thence along the East line of the NW 1/4 of the SE 1/4 of said Section 20, North 00°00', 46.0 feet; thence South 34°24' West, 57.8 feet; thence South 01°19' West, 610.6 feet to the centerline of a county road; thence along said centerline, North 77°45' East, 47.8 feet; thence along the East line of the SW 1/4 of the SE 1/4 of said Section 20, North 00°00' 602.00 feet to the point of beginning. Said parcel of land contains 0.569 acres including 0.036 Acres of county road right of way; also, the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) and the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-nine (29), all in Township Seventy-six (76) North, of 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 N 1/4 corner of Section 29, T76N, R26W of the 5th Principal Meridian, thence southerly along the west property line 540 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 1580 feet more or less to a point on the east property line which is also the point of termination, said termination point is 200 feet more or less north of the south line of Section 20, all being in Madison County, Iowa.

R-26W



T-76N

EXHIBIT B

LEGAL DESCRIPTION

The Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), and the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section Twenty (20), EXCEPT therefrom a tract described as follows: Commencing at a point 31 rods and 14 feet South of the Northwest Corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section Twenty (20), and running thence South 17 rods and 10 feet, thence East 4 rods, thence North 17 rods and 10 feet, thence West 4 rods to the place of beginning, used for conveyance AND EXCEPT a parcel of land in the West Half of the Southwest Quarter of Section 20, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northeast Corner of the SW 1/4 of the SE 1/4 of Section 20, T76N, R26W, thence along the East line of the NW 1/4 of the SE 1/4 of said Section 20, North 00° 00' 46.0 feet, thence South 34° 24' 24" West, 57.8 feet; thence South 01° 19' West, 610.6 feet to the centerline of a county road; thence along said centerline, North 77° 45' East, 47.8 feet along the East line of the SW 1/4 of the SE 1/4 of said Section 20, North 00° 00' 40.2 feet to the point of beginning. Said parcel of land contains 0.569 acres including 0.036 Acres of county road right of way; also, the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) and the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-nine (29), all in Township Seventy-six (76) North, of Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

LEGEND

- Property Line
- Section Line & 1/4 Section Line
- Section Corner
- 1/4 1/4 Section Line
- Proposed 345 KV Easement
- Angle Pple Structure
- Line Pole Structure



IOWA POWER INC.

PROPERTY PLAT

4-13-92	12-20-91	9-30-91	12-31-90	10-19-90
DRAWN BY RAL	CHECKED RAE	APPROVED	DATE SEPT 1990	SCALE 1" = 300'
SECTIONS 20 & 29, T-76N, R-26W				# 61-10