

Please Return To: Iowa Power  
666 Grand, P.O. Box 657  
Des Moines, IA 50303

Parcel No. 61-16  
Job No. CWO 11-6155-41  
Draft No. 1133  
Structures No. 26-27-28

IOWA POWER  
TRANSMISSION LINE  
EASEMENT

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

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners(s) Ronald L. Payne and Sharleen M. Payne

and the undersigned Tenant(s) Patrick Lynch

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 \$21.00  
AUD \$ \_\_\_\_\_

COMPUTER   
RECORDED   
COMPARED

FILED NO. 1070  
BOOK 132 PAGE 181  
93 OCT 25 AM 8:46  
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.

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 Des Moines, this 23 day of Sept, 1991  
Ronald L. Payne  
Sharleen M. Payne  
Patrick Lynch

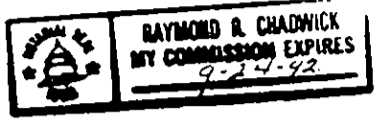
ACKNOWLEDGMENT

STATE OF Iowa  
COUNTY OF WARREN )SS

On this 23 day of Sept, A.D., 19 91, before me, a Notary Public in and for the said County and State, personally appeared RONALD L. PAYNE AND CHARLES M. PAYNE NEW

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.

Raymond R. Chadwick  
Notary Public in the State of Iowa



ACKNOWLEDGMENT

STATE OF Iowa  
COUNTY OF Madison )SS

On this 23rd day of September, A.D., 19 91, before me, a Notary Public in and for the said County and State, personally appeared Patrick Lynch

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.

Michael D. Peterson  
Notary Public in the State of Iowa



MORTGAGEE'S CONSENT

STATE OF Iowa  
COUNTY OF Polk )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 61-16

A parcel of land in Section 15, Township 76 North, Range 26 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Commencing at the Southwest corner of Section 15, T76N, R26W of the 5th P.M., Madison County, Iowa; thence South 89°46'50" East 1,493.83 feet along the section line to the point of beginning. Thence along the centerline of a county road North 03°28'10" East 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 North 29°28'10" East 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 North 12°31'50" West 245.60 feet; thence Northeasterly 350.00 feet along a 573.00 foot radius curve, concave Southeasterly and having a central angle of 35°00'00"; thence North 22°28'10" East 710.38 feet; thence leaving said county road South 89°12'14" East 749.25 feet; thence North 04°02'50" East 324.70 feet; thence South 86°41'51" East 345.08 feet; thence North 03°24'19" East 2,204.92 feet to the north line of said Section 15; thence South 87°42'22" East 983.65 feet to the Northeast corner of the NW 1/4 of the NE 1/4 of said Section 15; thence South 04°15'31" West 2,600.22 feet to the Southeast corner of the SW 1/4 of the NE 1/4 of said Section 15; thence South 03°38'10" West 1,304.24 feet to the Southeast corner of the NW 1/4 of the SE 1/4 of said Section 15; thence South 89°26'09" West 1,322.60 feet to the Southwest corner of the NW 1/4 of the SE 1/4 of said section 15; thence South 03°29'20" West 1,108.30 feet along the east line of the SE 1/4 of the SW 1/4 of said Section 15; thence South 89°00'22" West 672.27 feet; thence South 01°53'00" East 182.87 feet to the section line; thence North 89°46'50" West 494.75 feet to the point of beginning. Said parcel contains 160.048 Acres including 2.703 Acres of public road right of way.

Note: The south line of the Southwest Quarter of Section 15, T76N, R26W is assumed to bear South 89°46'50" East.

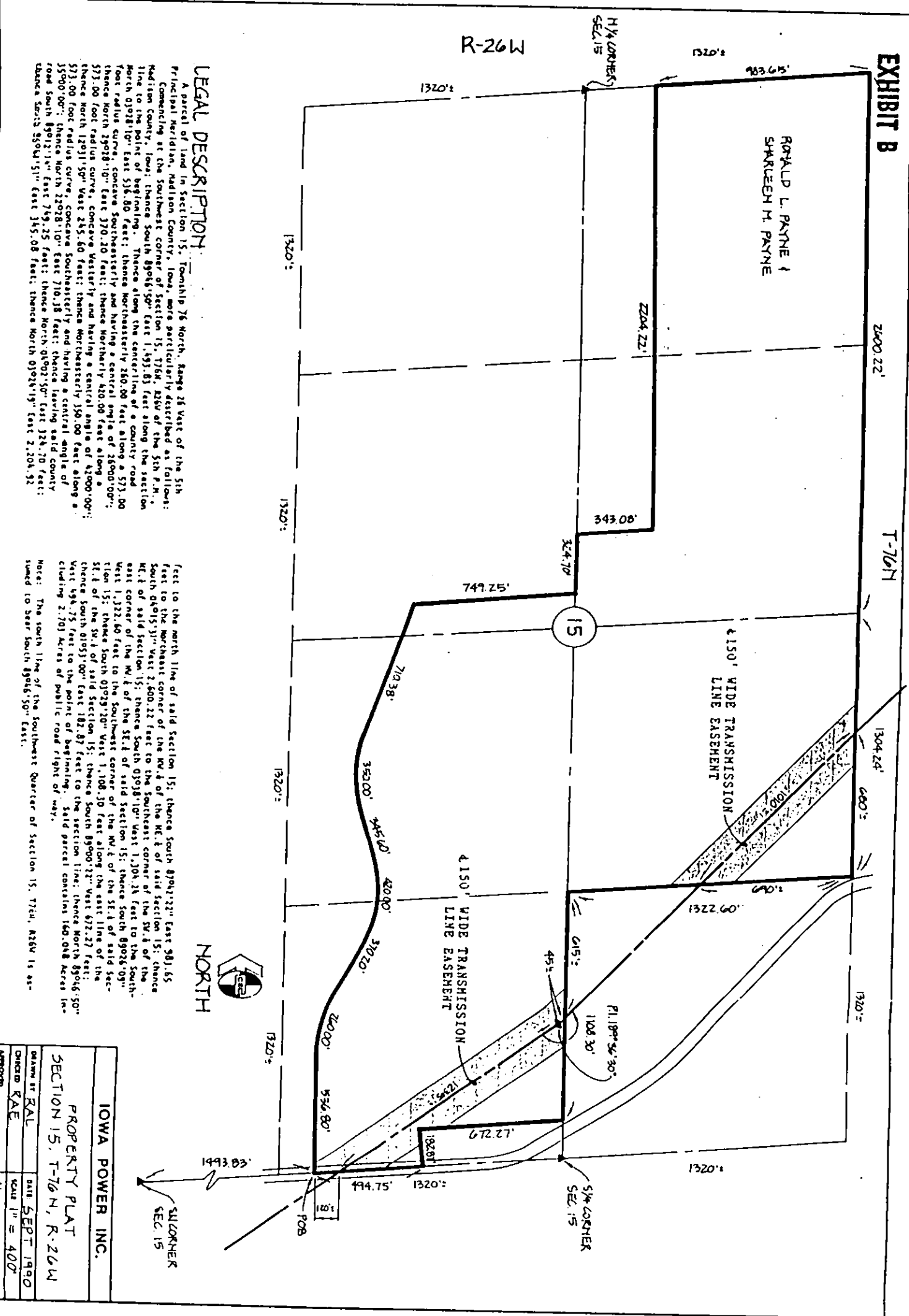
The transmission line easement will consist of the following:

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 SW corner of Section 15, T76N, R26W of the 5th Principal Meridian; thence easterly along the S. section line 1613.83 feet more or less to the intersection of said south section line with the centerline of an existing overhead transmission line, said point of intersection is the point of beginning for the first segment; thence northeasterly along the centerline of said transmission line 1235 feet more or less to a point where said existing transmission line changes direction 9°36'30" to the left; thence continuing northeasterly along said existing transmission line centerline 45 feet more or less to a point on the east property line which is also the point of termination, said termination point is 615 feet more or less southerly of the NE corner of the SE 1/4 of the SW 1/4, also, commencing at the center of the SE 1/4 of Section 15, T76N, R26W of the 5th Principal Meridian; thence westerly along the south property line 690 feet more or less to the intersection of said south line with the centerline of an existing overhead transmission line, said point of intersection is the point of beginning for the second segment; thence northeasterly along the centerline of said transmission line 1010 feet more or less to a point on the east property line which is also the point of termination, said termination point is 688 feet more or less north of the SE property corner and the center of the SE 1/4, Section 15, all being in Madison County, Iowa.

**EXHIBIT B**

BRUNING 40 560 40400 12



**LEGAL DESCRIPTION:**

A parcel of land in Section 15, Township 76 North, Range 26 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Commencing at the southwest corner of Section 15, T76N, R26W of the 5th P.M., Madison County, Iowa; thence South 89°06'50" East 1,493.83 feet along the section line to the point of beginning; thence along the centerline of a county road North 0°18'10" East 536.80 feet; thence Northwesterly 260.00 feet along a 573.00 foot radius curve, concave Southeast and having a central angle of 26°00'00"; thence North 29°28'10" East 370.30 feet; thence Northwesterly 420.00 feet along a 573.00 foot radius curve, concave West and having a central angle of 42°00'00"; thence North 12°31'50" West 245.60 feet; thence Northwesterly 390.00 feet along a 573.00 foot radius curve, concave Southeast and having a central angle of 35°00'00"; thence North 22°28'10" East 710.38 feet; thence leaving said county road South 89°12'10" East 749.25 feet; thence North 0°02'50" East 324.70 feet; thence South 55°04'51" East 345.08 feet; thence North 0°24'19" East 2,204.92

feet to the north line of said Section 15; thence South 89°12'30" East 981.65 feet to the northeast corner of the NW 1/4 of said Section 15; thence South 04°15'31" West 2,600.22 feet to the southeast corner of the SW 1/4 of the NE 1/4 of said Section 15; thence South 03°28'10" West 1,304.31 feet to the southeast corner of the NW 1/4 of the SE 1/4 of said Section 15; thence South 89°28'09" West 1,322.60 feet to the southwest corner of the NW 1/4 of the SE 1/4 of said Section 15; thence South 03°29'20" West 1,108.30 feet along the east line of the SE 1/4 of the SW 1/4 of said Section 15; thence South 89°00'22" West 672.27 feet; thence South 03°53'00" East 182.87 feet to the section line; thence North 89°06'50" West 494.75 feet to the point of beginning. Said parcel contains 160.048 Acres including 2.703 Acres of public road right of way.

Note: The south line of the southwest quarter of Section 15, T76N, R26W is assumed to bear South 89°06'50" East.



IOWA POWER INC.

PROPERTY PLAT  
SECTION 15, T-76N, R-26W

DRAWN BY	RAE	DATE	5 SEPT 1990
CHECKED	RAE	SCALE	1" = 400'
APPROVED			
			# 61-16

DATE 11-1-90 E-2257