

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

Parcel No. 61-4
Job No. CWO 11-6155-41
Draft No. 1473 \$200.00
Structures No. _____

MIDWEST POWER SYSTEMS INC.
TRANSMISSION LINE
EASEMENT

State of Iowa
County Madison
Township 76 North
Range 26 & 27 West of the 5th P.M.
Section 25 & 30

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners(s) Wayne L. Hill and Naomi L. Hill

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 poles 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) along, and across certain real estate described below, together with the right to enter upon the 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.

FILED NO. 1071

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

BOOK 132 PAGE 185

REC \$ 21.00
AUD \$ _____

COMPUTER
RECORDED
COMPARED

93 OCT 25 AM 8:47

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

W.L.H.
N.L.H.
The parties agree that Tenant shall be allowed temporary access during construction of the 345 KV transmission line to the easement upon and over Owner's entrance from the Highway #92 right-of-way. In turn, in consideration of the use of this access, Tenant agrees to rock the owner's drive entrance and bring this entrance to grade all to Owner's satisfaction.

As part of the consideration for this easement grant, the parties agree that Owner shall be given as part of the consideration for this easement grant the existing power line poles, cross braces and cross arms. The Tenant agrees to remove and disassemble all such items and place such items at an agreed location upon the Owner's premises.

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 and no/100-----Dollars (\$200.00)** hereunder, and it is agreed that if the balance of the stated consideration, **Thirteen Thousand Eight Hundred and no/100-Dollars (\$13,800.00)**, is paid to the undersigned within **2 years** 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 Winterset, IA, this 3rd day of February, 19 93.

Wayne L Hill
Wayne L Hill
Naomi L Hill
Naomi L. Hill

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 3rd day of February, A.D., 19 93, before me, a Notary Public in and for the said County and State, personally appeared Wayne L. Hill and Naomi L. Hill

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.

John E. Casper 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 _____ 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 61-4

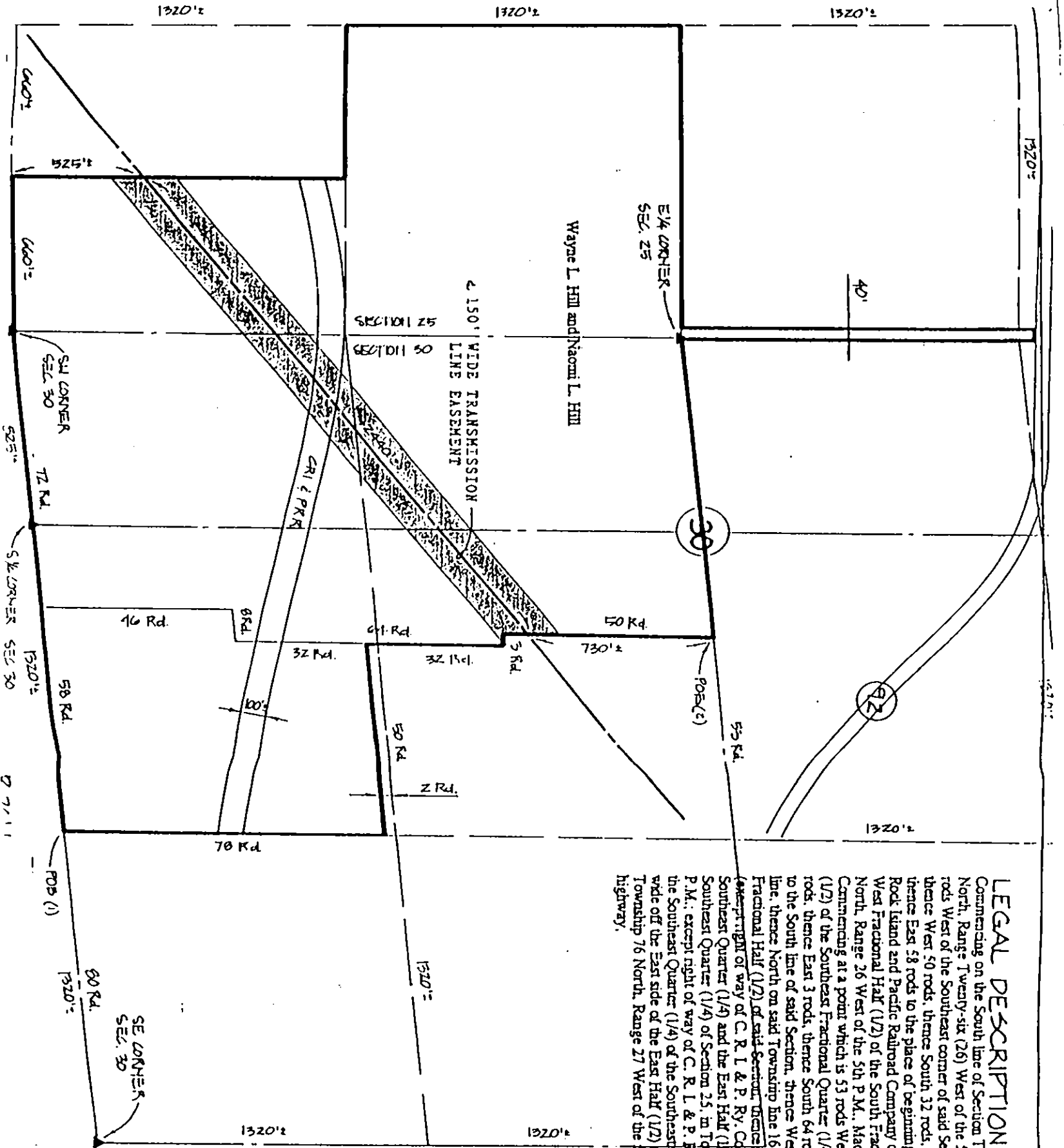
Commencing on the South line of Section Thirty (30), in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, at a point 80 rods West of the Southeast corner of said Section, and running thence North 78 rods, thence West 50 rods, thence South 32 rods, thence West 8 rods, thence South 46 rods, thence East 58 rods to the place of beginning, excepting the right of way of the Chicago, Rock Island and Pacific Railroad Company over and across the same; and that part of the West Fractional Half (1/2) of the South Fractional Half of Section 30, in Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at a point which is 53 rods West of the Northwest corner of the East Half (1/2) of the Southeast Fractional Quarter (1/4) of Section 30, and running thence South 50 rods, thence East 3 rods, thence South 64 rods, thence West 8 rods, thence South 46 rods to the South line of said Section, thence West on said South line 72 rods to the Township line, thence North on said Township line 160 rods to the North line of said South Fractional Half (1/2) of said Section, thence East on said line to the place of beginning (except right of way of C.R.I. & P. Ry. Co.); and also the Northeast Quarter (1/4) of the Southeast Quarter (1/4) and the East Half (1/2) of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 25, in Township 76 North, Range 27 West of the 5th P.M., except right of way of C.R.I. & P. Ry. Co. over and across said East Half (1/2) of the Southeast Quarter (1/4) of the Southeast Quarter (1/4); and also a strip of land 40 feet wide off the East side of the East Half (1/2) of the Northeast Quarter (1/4) of Section 25, in Township 76 North, Range 27 West of the 5th P.M., lying South of the public road or highway.

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 SE corner of Section 25, T76N, R27W of the 5th Principal Meridian; thence westerly along the south property line 660 feet more or less, and northerly along the west property line 525 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 2440 feet more or less to a point on the east property line which is also the point of termination, said termination point is 730 feet more or less southerly of the NE property corner, all being in Madison County, Iowa.

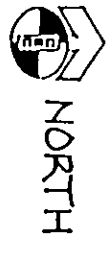
T-76M



LEGAL DESCRIPTION

Commencing on the South line of Section Thirty (30), in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, at a point 80 rods West of the Southeast corner of said Section, and running thence North 78 rods, thence West 50 rods, thence South 32 rods, thence West 8 rods, thence South 46 rods, thence East 58 rods to the place of beginning, excepting the right of way of the Chicago, Rock Island and Pacific Railroad Company over and across the same; and that part of the West Fractional Half (1/2) of the South Fractional Half of Section 30, in Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at a point which is 53 rods West of the Northwest corner of the East Half (1/2) of the Southeast Fractional Quarter (1/4) of Section 30, and running thence South 50 rods, thence East 3 rods, thence South 64 rods, thence West 8 rods, thence South 46 rods to the South line of said Section, thence West on said South line 72 rods to the Township line, thence North on said Township line 160 rods to the North line of said South Fractional Half (1/2) of said Section; thence East on said line to the place of beginning, excepting right of way of C. R. L & P. Ry. Co.; and also the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 25, in Township 76 North, Range 27 West of the 5th P.M.; except right of way of C. R. L & P. Ry. Co. over and across said East Half (1/2) of the Southeast Quarter (1/4) of the Southeast Quarter (1/4); and also a strip of land 40 feet wide off the East side of the East Half (1/2) of the Northeast Quarter (1/4) of Section 25, in Township 76 North, Range 27 West of the 5th P.M., lying South of the public road or highway.

EXHIBIT B



IOWA POWER INC.

PROPERTY PLAT

SECTIONS 30 & 25, T-76N, R-26 & 27W

DRAWN BY RAL DATE SEPT. 1990

OFFICIAL RATE SCALE 1" = 400'