

PLEASE RETURN TO: MIDWEST POWER  
ATTN: REAL ESTATE SERVICES

Parcel No. 61-12  
Project No. 24002  
Draft No. \_\_\_\_\_  
Structures No. \_\_\_\_\_

MIDWEST POWER SYSTEMS INC.  
TRANSMISSION LINE  
EASEMENT

666 GRAND P.O. BOX 657  
State of Iowa  
DES MOINES, IA 50303  
County Madison  
Township 74 North  
Range 29 West of the 5th P.M.  
Section 22

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners(s) George D. Kirkland

and the undersigned Tenant(s) \_\_\_\_\_

2437M GRANTOR  
EASEMENT

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 100 feet in width being 50 feet either side of the centerline of the existing transmission line as constructed, said tract being more particularly described as follows:

Beginning at a point approximately 50 feet south of the Northwest Corner of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 22, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa; extending thence northeasterly a distance of approximately 100 feet.

FILED NO. 1302

BOOK 132 PAGE 255

93 NOV 19 AM 9:13

COMPUTER   
RECORDED   
COMPARED

REC \$ 10.00  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

This easement is intended to cover multiple circuits within the described easement strip.

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 dollars (\$ 250.00 ) hereunder, and it is agreed that if the balance of the stated consideration, None (\$ None ), is paid to the undersigned within None months 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 14th day of October, 19 93

George D. Kirkland  
George D. Kirkland  
Betty J. Kirkland

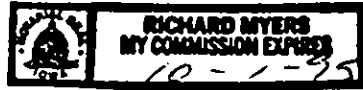
Tax I.D. Number/Social Security Number  
Tax I.D. Number/Social Security Number  
Tax I.D. Number/Social Security Number

ACKNOWLEDGMENT

STATE OF IOWA )  
COUNTY OF Madison )SS

On this 14<sup>th</sup> day of October, A.D., 19 93, before me, a Notary Public in and for the said County and State, personally appeared George W. Kirkland & Betty J. Kirkland

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 their 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 \_\_\_\_\_

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 \_\_\_\_\_

\_\_\_\_\_ 2 039

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