Jerry M. Perkins, C. B.

Project No. 24002 Draft No. 24002 TRANSMISSION LINE EASEMENT EASEMENT TRANSMISSION LINE EASEMENT TRANSMISSION LINE EASEMENT TOWNship 75 North Range 27 West of the 5th PM. Section 3 TRANSMISSION LINE EASEMENT Township 75 North Range 27 West of the 5th PM. Section 3 The undersigned Owners(s) Union State Bank and Jerry M. Perkins, C. B. In and the undersigned Tenant(s) It and in consideration of One and nor100— In an	ſ	DEED RECORD 133		
An assement is intended to cover multiple circuits within the described essement strip. Midwest Power Systems Inc., as constructed and 100 feet in width being 50 feet ether side of the centerline of the existing transmission ine as constructor of any otherwise be operative no residual parts in 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 commenciatine purposes, and any poles, structures, foundations and other equipment incidental thereto, therefittier collectively referred to as the full real of the purpose of constructing, reconstructing, maintaining, operating, enlarging, repairing locating, and removing and replacing the Line, it might 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 generation as may interfere with the maintenance and operation of the Line, and the right to remove generation as may interfere with the maintenance and operation of the Line, and including but not limited to the structures, which interfere with the maintenance and operation of the Line, and including but not limited to the structures, which interfere with the maintenance and operation of the Line, and including but not limited to the 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 in Carantors 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	Parcel No. <u>61-68</u> Project No. <u>24002</u> Draft No. <u>3 5 0 9</u>	TRANSMISSION LINE	INC. County <u>Madison</u> Township <u>75 North</u> Range <u>27 West of the 5th P.M.</u>	
and the undersigned Owners(s) Union State Bank and Jerry M. Perkins, C. B. and the undersigned Tenant(s) for and in consideration of One and no/100———————————————————————————————————	KNOW ALL MEN BY THESE PRE	SENTS.	Section 3	
for and in consideration of One and no/100———————————————————————————————————			Perkins, C. B.	
for and in consideration of One and no/100	The undersigned Ownersto	/ Other state basis and only		
Midwest Power Systems Inc., an lowa corporation, its successors and assigits, an easement to prove and replace wires and cables for the transmission of electric energy, and for commincications purposes, and any poles, structures, foundations and other equipment incidental thereto, (herefitted) referred to as the "Line") upon, over, along, and across certain real estate described below, tog after with the right to enter upon said real estate to 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 or 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 the right to remove from the strip of land specifically described below way obstruction, including buildings, fences, and other structures, which interfere with the maintenance and operation of the Line, and the right to remove from the strip of land specifically described below way obstruction, including buildings, fences, and other structures, which interfere with the maintenance and operation of the Line, and the right to remove from the strip of land specifically described below which country of a many posture of the construction, reconstruction, maintenance, operation, enlargement, repair, location, or removal and replacement of the Line, except any obstructions placed subsequent to the systems of the strip of the violations of the property described below which would result in a volation of the minimum clearance requirements of the National Electric Salety 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 const	and the undersigned Tenant(s)			
Beginning at a point approximately 975 feet east of the Northwest Corner of the Southeast Quarter (SE 1/4) of Section 3, Township 75 North, Range 27 West of the 5th P.M., Madison County, lowa; extending thence northeasterly a distance of approximately 500 feet. FILED NO. 34.F.7 BOOK 133 PAGE 42 94 JUN 13 Ah 11: 06 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 TWA HANDED FLET AND AND HEREIN AND	Midwest Power Systems Inc., an least of and including the right to construction replace wires and cables for the transpoles, structures, foundations and considered estate for the purpose of locating, and removing and replacification of the strip of land specifically structures, which interfere with the right to sell, lease, apportion or sure locations and replacement of the Line, exc. Grantors agree that they will not construction and replacement of the Line, exc.	owa corporation, its successors as uct, reconstruct, maintain, operate ransmission of electric energy, an other equipment incidental thereto, oss certain real estate described by of constructing, reconstructing, maint ing the Line, the right to trim or remaint with the proper maintenance and operation of the described below any obstruction maintenance and operation of the abdivide its rights (or any part them ay for any damage to crops, fencing struction, maintenance, operation, ept any obstructions placed subseconstruct or place any buildings, so	e, enlarge, repair, locate, and remove and d for communications purposes, and any hereinafter collectively referred to as the elow, together with the right to enter upon tintaining, operating, enlarging, repairing, move (with reasonable care) such trees or eration of the Line, and the right to remove in including buildings, fences, and other a Line, and including but not limited to the eof) hereunder. Midwest Power Systems ites, or other property of the undersigned enlargement, repair, location, or removal equent to the granting of this easement. It is tructured, plants, or other obstructions on the minimum clearance requirements of the	
Section 3, Township 75 North, Range 27 West of the 5th P.M., Madison County, lowa, extending the form northeasterly a distance of approximately 500 feet. REC \$\frac{12}{AUD}\$\$ BOOK 133 PAGE 42 94 JUN 13 AM 11: 06 MICHELLE UTSLER RECORDER MADISON COUNTY, 10 WA 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 \(\frac{1}{12} \) hereunder, and it is agreed that if the balance of the stated consideration, 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 naid as above limited, then the initial payment shall be forfeited to the grantor and both parties shall be	An easement to consist of a tract existing transmission line as const	of land 100 feet in width being 5 tructed, said tract being more part	io feet either side of the centerline of the icularly described as follows:	
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 The undersigned acknowledges payment of The undersigned vitting the purpose of making otherwise beginning to the provided of the stated consideration, 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	Section 3 Township 75 North, H	lange 27 West of the 5th P.M., I timately 500 feet.	EU ED NO. 3457	
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released from all further obligation hereunder.	hereof, this agreement shall become shall terminate upon the permane is not paid as above limited, then released from all further obligation	eunder, and it is agreed that if the <u>Alba Alba</u> , is paid to the undersome binding upon all parties heretoent removal or abandonment of the the initial payment shall be forfeit in hereunder.	signed within months from date of their heirs, successors and assigns, and le line. If the balance of the consideration led to the grantor and both parties shall be	
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.	TO CANCEL THIS AGREEMEN' SYSTEMS INC. BY CERTIFIED RECEIVED BY MIDWEST POWE SUNDAY, TO BE EFFECTIVE. THE UNDERSIGNED RIGHT TO CANCELLATION ACKNOWLEDGES RECEIPT OF	T BY MAILING A "NOTICE OF C MAIL WITH RETURN RECEIPT R SYSTEMS INC. WITHIN SEVEN ACKNOWLEDGES RECEIPT OF PRIOR TO EXECUTION OF THE FORM, IN DUPLICATE, TH	REQUESTED. THE NOTICE MUST BE 1(7) DAYS, EXCLUDING SATURDAY AND THIS WRITTEN INFORMATION ON THE THIS AGREEMENT AND FURTHER	
Dated at WINTER SET, TR. this 33 day of MAY 1994			19 <u>94</u>	
Union State Bank Tax I.D. Numbe:/Social Security Number	Union State Bank	Tax I.D.	Numbe:/Social Security Number	

LD Number/Social Security Number

Tax I.D. Number/Social Security Number

STATE OF TOWA)	VCKNOMFERGWENT :	e Styre
On this 13 day of MAY County and State, personally appeared 1	Y . A.D., 10 94, before me, a Notary Public AMES F. HERRICK PRES, UNION STATE B.	In and for the said
known to be the person(s) who is (or are) in that The Y executed the same as	named in and who executed the loregoling instrument, HEIR voluntary not and deed.	
RICHARD E. LOV MY COMMISSION EX 2-12-199	PIRES Holding Public In the State of	Joway Jowa
STATE OF	ACKNOWLEDGMENT	
COUNTY OF 98		
On this day of County and State, personally appeared	, A.D., 19, before me, a Notary Public I	n and for the said
known to be the person(s) who is (or are) acknowledged thatts executed the s	named in and who executed the loregoing instrumer arms asvoluntary act an	lo mo it, and d dood,
	Notary Public in the State of Iowa	
SIAIE OF	MONTGAGEE'S CONSENT	
COUNTY OF 95		
TO HIDWEST POWER SYSTEMS INC.		
As legal holder and owner of all the no of trust, dated the day of county, lowe, in Book page, consent(a) and plin(s) in the granting to said	oles or other evidences of indobtedness secured by in the Recorder's Officence, 19, recorded in the Recorder's Officence, as Uncument No, the undecompany of the within and foregoing right of way a	northage or deed ce of dersigned hereby agreement.
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American Street Control		
	GMENT OF MORIGAGEE'S CONSENT	
STATE OF IOWA	The state of the s	
COUNTY OF		
	, A.D., 19, before me, a Notary I	
to me known to be the person(s) who is acknowledged thathe executed the	(or are) named in and who executed the foregoing same asvoluntary act a	Instrument, and
	Notary Public In the State	ol lowa
CODE	ODATION ACCIDING EDOLUM	•
STATE OF HOWA	DRATION ACKNOWLEDGMENT	
COUNTY OF		
On this day of	, A.D., 19, before me, a Notary Public in and	for sald County,
notennelly known with I ill		lo mo
procured by said soundails (that the seal	vom, did say thathe, is (are) (respectively) to said of said allixed to said instrument is seal of said) (that mentionent was signed and sealed on behalf of the said and ent to the voluntary act and deed of said corporation	o seal las hoon
WITNESS my hand and seal the day and ye	oat last above willen.	· • y ii voidinariiy

Notary Public in the State of lowa

DEED RECORD 133