

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

Parcel No. 61-24  
Job No. CWO 11-6155-41  
Draft No. 1723  
Structures No. 44

IOWA POWER  
TRANSMISSION LINE  
EASEMENT

State of Iowa  
County Madison  
Township 76N  
Range 26W  
Section 12

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners(s) Jerry Laverne Lockey and Jacqueline Kay Lockey

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

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.

The South Half (S 1/2) of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twelve (12), in Township Seventy-six (76) North, 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 E 1/4 corner of Section 12, T76N, R26W of the 5th Principal Meridian; thence westerly along the south property line 1010 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; thence northeasterly along the centerline of said transmission line 1180 feet more or less to a point on the east property line which is also the point of termination, said termination point is 495 feet more or less northerly of the SE property corner, all being in Madison County, Iowa.

FILED NO. 2417

BOOK 132 PAGE 581

94 MAR 16 AM 9:45

COMPUTER   
RECORDED   
COMPARED

REC \$ 15.00  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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 Beverton, Ia, this 23 day of Feb, 1991

Jerry Laverne Lockey  
Jerry Laverne Lockey

Jacqueline Kay Lockey  
Jacqueline Kay Lockey

ACKNOWLEDGMENT

STATE OF Iowa )  
COUNTY OF MADISON ) SS

On this 23 day of Feb, A.D., 19 91, before me, a Notary Public in and for the said County and State, personally appeared JERRY LAWRENCE LUCKEY AND JACQUELINE LUCKEY

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 \_\_\_\_\_ )  
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 Illinois )  
COUNTY OF Winnebago ) 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 16 day of May, 19 88, recorded in the Recorder's Office of Madison County, Iowa, in Book 150, page 313, as Document No. 2105, the undersigned hereby consent(s) and join(s) in the granting to said company of the within and foregoing right-of-way agreement.

Dated October 21, 1991

Bruce Nelson  
Bruce Nelson

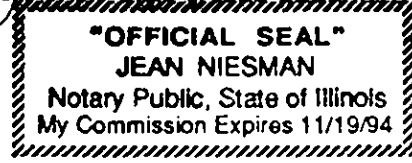
ACKNOWLEDGMENT OF MORTGAGEE'S CONSENT

STATE OF ~~IOWA~~ Illinois )  
COUNTY OF Winnebago ) SS

On this 21 day of October, A.D., 19 91, before me, a Notary Public, personally appeared Bruce D. Nelson

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 Vice President voluntary act and deed.

Jean Niesman  
Notary Public in the State of ~~Iowa~~ Illinois



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 \_\_\_\_\_

personally known, who being by me duly sworn, did say that he is (are) (respectively) the \_\_\_\_\_ and \_\_\_\_\_ of said \_\_\_\_\_

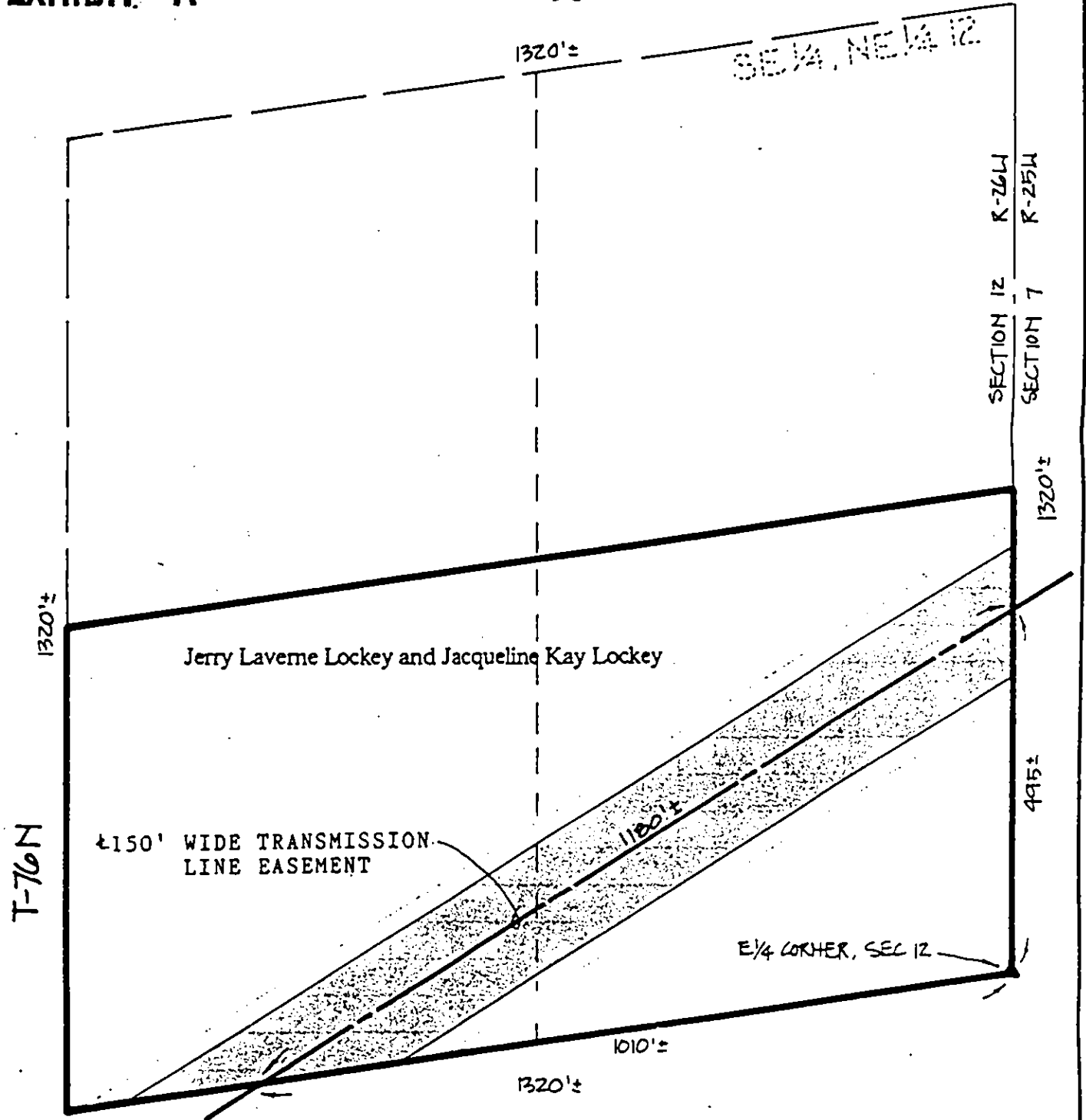
(that the seal affixed to said instrument is seal of said) (that no seal has been procured by said) corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors, and the said \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of 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"

R-26W



LEGAL DESCRIPTION

The South Half (S 1/2) of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twelve (12), in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,

BRUNING 40-560 40400-12



NORTH

10-15-90

IOWA POWER INC.	
PROPERTY PLAT SECTION 12, T-76 N, R-26 W	
DRAWN BY RAL	DATE: SEPT. 1990
CHECKED RAE	SCALE 1" = 200'
APPROVED	#61-24
APPROVED	

E-2257