

PLEASE RETURN TO: MIDWEST POWER
ATTN: RIGHT-OF-WAY SERVICES
666 GRAND, P.O. BOX 657
DES MOINES, IA 50303

Parcel No. 61-60 State of Iowa
Project No. 24002 MIDWEST POWER SYSTEMS INC. County Madison
Draft No. _____ TRANSMISSION LINE Township 75 North
Structures No. _____ EASEMENT Range 27 West of the 5th P.M.
Section 8

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners(s) Terra Properties Inc.

and the undersigned Tenant(s) NONE

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 700 feet north and 290 feet east of the Southwest Corner of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 8, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa; extending thence northeasterly a distance of approximately 2825 feet.

COMPUTER
RECORDED
COMPARED

FILED NO. 213

BOOK 133 PAGE 210

94 JUL 25 PM 1:05

REC \$ 12.00
AUD \$ 1.00
R.M.F. 1

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 and No/100 dollars (\$ 250.00) hereunder, and it is agreed that if the balance of the stated consideration, None (\$ None), is paid to the undersigned within 0 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 Des Moines Ia this 13th day of June, 1994.

Terra Properties Inc.
By: James L. Christensen
President

42-1012033
Tax I.D. Number/Social Security Number

Tax I.D. Number/Social Security Number

Tax I.D. Number/Social Security Number

RECORDED
2304332 YAW 10-11-94
129 X08 09 0455 023
50302 11 2304332 023

ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF POLK } SS

On this 13 day of JUNE, A.D., 19 94, before me, a Notary Public in and for the said County and State, personally appeared JAMES L. CHRISTIANSEN PRESIDENT

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.



Richard E. Lowry
Notary Public in the State of Iowa

ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF POLK } SS

On this 13 day of JUNE, A.D., 19 94, before me, a Notary Public in and for the said County and State, personally appeared JAMES L. CHRISTIANSEN PRESIDENT

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.

Richard E. Lowry
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 MADISON } SS

On this 13th day of June, A.D., 1994, before me, a Notary Public in and for said County, personally appeared JAMES L. CHRISTIANSEN and _____

personally known, who being by me duly sworn, did say that he (is) (are) (respectively) the president of said TERA Properties Inc

(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 president and _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

WITNESS my hand and seal the day and year last above written.



Richard E. Lowry
Notary Public in the State of Iowa