

Parcel #61-24 \_\_\_\_\_

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

County Madison  
Township 76N  
Range 26W  
Section 12

OPTION FOR IOWA POWER TRANSMISSION LINE EASEMENT

This agreement is made as of this 23 day of Feb,  
1997, by and between the undersigned owner, of MADISON County,  
State of Iowa ("Owner"), the undersigned tenant,  
\_\_\_\_\_ County, Iowa  
("Tenant"), and Iowa Power Inc., an Iowa corporation ("Iowa Power Inc.").

In consideration of the mutual covenants, promises and assurances contained  
herein, the parties agree as follows:

1. Owner owns (and Tenant leases, if applicable) the following described  
real estate located in MADISON County, Iowa:

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

COMPARED

FILED NO. 1999

BDDK 127 PAGE 487

91 APR -4 AM 9:45

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Fee \$15.00

(the "Property").

2. The undersigned acknowledges payment Two Hundred & 7/10  
\_\_\_\_\_ Dollars (\$200) hereunder, and the undersigned has agreed  
that if the balance of the consideration, Four Thousand Twenty Four  
(\$4024) is paid to the undersigned within twenty-four months from the date hereof,  
the agreement for Transmission Line Easement shall become binding upon all parties  
hereto including, their heirs, successors and assigns, and Iowa Power Inc. shall be  
entitled to record Transmission Line Easement, which easement shall terminate upon  
the permanent removal or abandonment of the line. If the balance of the consideration  
is not paid as above stated, then the initial payment shall be forfeited, and both parties  
shall be released from all further obligations hereunder.

3. The execution and recording of a Transmission Line Easement shall  
conclusively establish that Iowa Power Inc. has exercised this option and paid the  
balance of the stated consideration.

4. It is further agreed that the obligation by Iowa Power Inc. to pay the  
stated consideration herein shall run in favor of the undersigned personally,  
notwithstanding any conveyance(s) of the Property by the undersigned to any other  
party.

5. Iowa Power Inc., its contractor or agent may enter the Property for the  
purpose of making surveys and preliminary estimates immediately upon the execution of  
these easement, but the easement shall not otherwise be operative, nor shall  
construction begin, until the full consideration is paid as here above provided.

IN WITNESS WHEREOF, the parties have executed this Option Agreement on  
the day and year first above written.

Jerry L. Lohrey  
Jackie A. Lohrey

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IOWA POWER INC.  
By: [Signature]

*Supplement Ave  
See d. Record 131-282*

ACKNOWLEDGMENT

STATE OF IOWA )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

On this 23 day of Feb, 1991, before me, a Notary Public personally appeared JERRY LAVERNE LOCKEY & LAQUACHINE RAY LOCKEY NEW to me known to be the person(s) who are named in and who executed the foregoing instrument, and acknowledged that the y executed the same as Their voluntary act and deed.

Raymond R. Chadwick  
Notary Public in and for said County



ACKNOWLEDGMENT

STATE OF IOWA )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, before me, a Notary Public personally appeared \_\_\_\_\_ to me known to be the person(s) who are named in and who executed the foregoing instrument, and acknowledged that \_\_\_ he \_\_\_ executed the same as \_\_\_\_\_ voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said County

CORPORATION ACKNOWLEDGMENT

STATE OF IOWA )  
 )SS.  
COUNTY OF Polk )

On this 14 day of March, A.D. 1991, before me, a Notary Public in and for said County, personally appeared P. J. Leighton and \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that x he \_\_\_ (is) (~~are~~) (respectively) the Secretary and \_\_\_\_\_ of said Iowa Power Inc. (that the seal affixed to said instrument is the seal of said) (~~that no seal has been procured by said~~) corporation by authority of its board of directors, and the said P. J. Leighton 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.

My Commission expires 8-27-93 Michael D. Peterson  
Notary Public in and for said County



EXHIBIT A

Parcel 61-24

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.