Parcel #61-15

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

County Madison	
Township 76	
Range 26	
Section 22 & 27	_

## OPTION FOR IOWA POWER TRANSMISSION LINE EASEMENT

19 <u>.7 /</u> ., by	his agreement is made as of this / day of	County,
In herein, the	, and lowa Power Inc., an lowa corporation ("lowa Power Inc." consideration of the mutual covenants, promises and assuran parties agree as follows:	ces contained
real estate	Owner owns (and Tenant leases, if applicable) the following located in County, lowa:	

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

COMPARED

FILED NO. 2001

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91 APR -4 AH 9: 47 MICHELLE UTSLER

RECORDER MADISON COUNTY, IOWA

Fee \$15.00

(the "Property").

2. The undersigned acknowledges payment Two Homesen v Toollars (\$200) hereunder, and the undersigned has agreed that if the balance of the consideration, Twenty Three Homesen, Twenty Ford Dollars (\$2324) 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 lowa 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 lowa Power Inc. has exercised this option and paid the balance of the stated consideration.

4. It is further agreed that the obligation by lowa 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. lowa 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.

1// a D. //

John Sheton

IOWA POWER-ING.

oy.

400 Suppliment To Easemen see Lead Her 131-296

DEED RECORD 127

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## **ACKNOWLEDGMENT**

STATE OF IOWA ) )SS.
COUNTY OF
On this day of
me known to be the person(s) who are named in and who executed the foregoing instrument, and acknowledged that
Notary Public in and for said County KNAMOVID 1 CHOMANN
ACKNOWLEDGMENT
STATE OF IOWA
COUNTY OF)
On this day of, 19, before me, a Notary Public personally appeared
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. 19 91, 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 lows Power Inc
(that the seal affixed to said instrument is the seal of said) (that no seal has been precured by said) corporation by authority of its board of directors, and the said
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 2-27-93 Michael D. Peterson  Notary Public in and for said County
MICHAEL D. PETERSON : MY COMMISSION EXPIRES



Parcel 61-15

## **EXHIBIT "A"**

The West Half (1/2), and the West Half (1/2) of the Northeast Quarter (1/4), and the West Half (1/2) of the Southeast Quarter (1/4), and the West Half (1/2) of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-two (22), and the Northeast Quarter (1/4), of Section Twenty-seven (27), all in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, lowa, except Parcel "A" described as follows: That part of the South Half (1/2 of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) lying South of the Public Road in Section Twenty-two (22), in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Iowa containing 20 Acres more or less and more particularly described as follows: Beginning at the Southwest Corner of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Twenty-two (22), Township Seventysix (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, said point being 1320.00 feet North 0°00' East of the Southwest Corner of said Section Twenty-two (22), thence North 0°00' East along the West line of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Twenty-two (22), 615.62 feet, thence North 84°44'35" East along the Centerline extended and the Centerline of County Road, 779.51 feet, thence North 83°57'55" East along the Centerline of County Road, 569.36 feet to a point on the East line of said Northwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Twenty-two (22), thence South 0°40'13" West along the East line of said Northwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Twenty-two (22), 669.22 feet to the Southeast Corner of said Northwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Twentytwo (22), thence South 86°40'02" West along the South line of said Northwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Twenty-two (22), 1336.87 feet to the point of beginning, said parcel contains approximately 19.6610 Acres, said parcel is subject to an existing Public Roadway Easement on the North and West sides thereof (1.8981 Acres); and except Parcel "B" described as follows: The North 200.00 feet of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Twenty-two (22), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, lowa and more particularly described as follows: Beginning at a point 1120.00 feet North 0°00' East of the Southwest Corner of said Section Twenty-two (22), thence North 0°00' East along the West line of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Twenty-two (22), 200.00 feet to the Northwest Comer of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Twenty-two (22), thence North 86°40'02" East along the North line of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Twenty-two (22), 1336.87 feet to the Northeast Corner of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Twenty-two (22), thence South 0°40'13" West along the East line of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Twenty-two (22), 200.15 feet, thence South 86°40'02" West, 1334.53 feet to the point of beginning, said parcel contains approximately 6.1222 Acres, said parcel is subject to an existing 40.00 foot Public Roadway Easement on the West side thereof (0.1837 Acres).

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 NW corner of Section 22, T76N, R26W of the 5th Principal Meridian, thence southerly along the west property line 1110 feet more or less to the intersection of said West 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 2010 feet more or less to a point on the north property line which is also the point of termination, said termination point is 1615 feet more or less easterly of the NW property corner, all being in Madison County, lowa.