Parcel	#61-8	

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

County Madison	
Township 76	
Range 26	
Section 29	

OPTION FOR IOWA POWER TRANSMISSION LINE EASEMENT

٦	This agreement is made as of this // 1 day of // -/an	1
19 <u>9/</u> , !	by and between the undersigned owner, of	County,
State of	Town ("Owner"), the undersigned tenant,	
	······································	County, Iowa
("Tenant"	'), and Iowa Power Inc., an Iowa corporation ("Iowa Power Inc."	').
1	In consideration of the mutual covenants, promises and assurar	nces contained
herein, th	ne parties agree as follows:	
•	 Owner owns (and Tenant leases, if applicable) the follow 	ing described
real estat	te located inCounty, lowa:	

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

COMPARED

FILLD 110. 1569

ECCK 127 PAGE 441

IMD FEC FAGE

91 FEB -6 AM 10: 07

MICHELLE UTSLER RECORDER MADISON COUNTY, IOWA

Fee \$15.00

(the "Property").

- Dollars (\$200) hereunder, and the undersigned has agreed that if the balance of the consideration, Ferritory Homes Town to 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 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.

William J. Sayer Weeds Ding

IOWA POWER INC.

By: Sentan Sentan

ACKNOWLEDGMENT

STATE OF IOWA))SS.		
COUNTY OF Line		
On this 19 day of \sqrt{RN} , 1991, before me, a Notary Public personally appeared $1916410000000000000000000000000000000000$		
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		
MY COMMINGEN CONNECTS		
•		
ACKNOWLEDGMENT		
STATE OF IOWA) SS. 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		
SEAL CORPORATION ACKNOWLEDGMENT		
STATE OF IOWA)		
) SS. COUNTY OF <u>Polk</u>		
On this 31st day of January 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 thatx_he (is) (are) (respectively) the _Secretary and of said Love Power Inc.		
(that the seal affixed to said instrument is the seal of said) (that-ne-seal-has-been procured 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 Notary Public in and for said County		
JAMES P. DIEMER MY COMMISSION EXPIRES		

Parcel 61-8

EXHIBIT "A"

The West 35 Rods of the South 59 Rods and 10 1/2 links of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-nine (29) 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 SW corner of the NE 1/4 of the NW 1/4 of Section 29, T76N, R26W of the 5th Principal Meridian, thence northerly along the west properly line 20 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 705 feet more or less to a point on the east property line which is also the point of termination, said termination point is 360 feet more or less north of the SE property corner, all being in Madison County, lowa.