

Parcel #61-16

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

County Madison  
Township 76N  
Range 26W  
Section 15

## OPTION FOR IOWA POWER TRANSMISSION LINE EASEMENT

This agreement is made as of this 23 day of Sept,  
1991, 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. **1007**

BOOK 127 PAGE 566

91 OCT 15 AM 9:50

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Fee \$15.00

(the "Property").

2. The undersigned acknowledges payment Two Hundred & No/100 Dollars (\$200.00) hereunder, and the undersigned has agreed that if the balance of the consideration, Forty Eight Hundred & No/100 Dollars (\$4800.00) 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.

x Ronald L Payne  
x Sharleen M. Payne

TENANT x Patrick Lynch

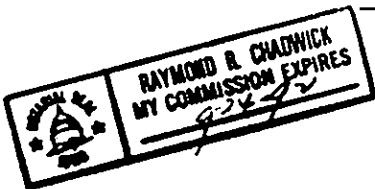
IOWA POWER INC.  
By: P. J. [Signature] Secretary  
IOWA

ACKNOWLEDGMENT

STATE OF IOWA )  
 )SS.  
COUNTY OF WABASH

On this 13 day of Sept, 1991, before me, a Notary Public personally appeared RONALD L. PAYNE & SHARLEEN M. PAYNE <sup>hus & w</sup> to me known to be the person(s) who are named in and who executed the foregoing instrument, and acknowledged that X he Y executed the same as THEIR voluntary act and deed.

Raymond R. Chadwick  
Notary Public in and for said County

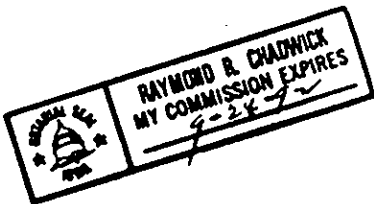


ACKNOWLEDGMENT

STATE OF IOWA )  
 )SS.  
COUNTY OF WABASH

On this 22 day of Sept, 1991, before me, a Notary Public personally appeared PATRICK LYNN 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 his voluntary act and deed.

Raymond R. Chadwick  
Notary Public in and for said County



CORPORATION ACKNOWLEDGMENT

STATE OF IOWA )  
 )SS.  
COUNTY OF Polk

On this 3rd day of October, 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



Julie A. Williams  
Notary Public in and for said County

## EXHIBIT A

## Parcel 81-18

A parcel of land in Section 15, Township 76 North, Range 26 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Commencing at the Southwest corner of Section 15, T76N, R26W of the 5th P.M., Madison County, Iowa; thence South 89°46'50" East 1,493.83 feet along the section line to the point of beginning. Thence along the centerline of a county road North 03°28'10" East 536.80 feet; thence Northeasterly 280.00 feet along a 573.00 foot radius curve, concave Southeasterly and having a central angle of 28°00'00"; thence North 29°28'10" East 370.20 feet; thence Northerly 420.00 feet along a 573.00 foot radius curve, concave Westerly and having a central angle of 42°00'00"; thence North 12°31'50" West 245.60 feet; thence Northeasterly 350.00 feet along a 573.00 foot radius curve, concave Southeasterly and having a central angle of 35°00'00"; thence North 22°28'10" East 710.38 feet; thence leaving said county road South 89°12'14" East 749.25 feet; thence North 04°02'50" East 324.70 feet; thence South 86°41'51" East 345.08 feet; thence North 03°24'19" East 2,204.92 feet to the north line of said Section 15; thence South 87°42'22" East 983.65 feet to the Northeast corner of the NW 1/4 of said Section 15; thence South 04°15'31" West 2,600.22 feet to the Southeast corner of the NW 1/4 of the NE 1/4 of said Section 15; thence South 03°38'10" West 1,304.24 feet to the Southeast corner of the NW 1/4 of the SE 1/4 of said Section 15; thence South 89°26'09" West 1,322.60 feet to the Southwest corner of the NW 1/4 of the SE 1/4 of said section 15; thence South 03°29'20" West 1,108.30 feet along the east line of the SE 1/4 of the SW 1/4 of said Section 15; thence South 89°00'22" West 672.27 feet; thence South 01°53'00" East 182.87 feet to the section line; thence North 89°46'50" West 494.75 feet to the point of beginning. Said parcel contains 160.048 Acres including 2.703 Acres of public road right of way.

Note: The south line of the Southwest Quarter of Section 15, T76N, R26W is assumed to bear South 89°46'50" East.

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 Section 15, T76N, R26W of the 5th Principal Meridian; thence easterly along the S. section line 1613.83 feet more or less to the intersection of said south section line with the centerline of an existing overhead transmission line, said point of intersection is the point of beginning for the first segment; thence northeasterly along the centerline of said transmission line 1235 feet more or less to a point where said existing transmission line changes direction 9°36'30" to the left; thence continuing northeasterly along said existing transmission line centerline 45 feet more or less to a point on the east property line which is also the point of termination, said termination point is 615 feet more or less southerly of the NE corner of the SE 1/4 of the SW 1/4, also, commencing at the center of the SE 1/4 of Section 15, T76N, R26W of the 5th Principal Meridian; thence westerly along the south property line 690 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 for the second segment; thence northeasterly along the centerline of said transmission line 1010 feet more or less to a point on the east property line which is also the point of termination, said termination point is 688 feet more or less north of the SE property corner and the center of the SE 1/4, Section 15, all being in Madison County, Iowa.