

Parcel #61-14

County Madison  
Township 76N  
Range 26W  
Section 21

OPTION FOR IOWA POWER TRANSMISSION LINE EASEMENT

This agreement is made as of this 10th day of May, 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**

Fee \$15.00  
FILED NO. 2439  
BOOK 127 PAGE 526  
91 MAY 29 AM 10:06  
MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

(the "Property").

2. The undersigned acknowledges payment Two Hundred & No/100 Dollars (\$ 200.) hereunder, and the undersigned has agreed that if the balance of the consideration, Sixty Three Hundred & No/100 Dollars (\$ 6300 ) 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.

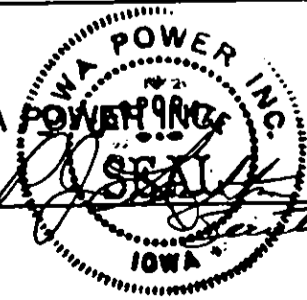
4. It is further agreed that the obligation by Iowa Power Inc. to pay the stated consideration herein shall run in favor of the undersigned personally, notwithstanding any conveyance(s) of the Property by the undersigned to any other party.

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.

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

*Vera White*  
\_\_\_\_\_  
Vera White

By: *[Signature]*  
\_\_\_\_\_  
 IOWA POWER INC. SEAL IOWA

ACKNOWLEDGMENT

STATE OF IOWA )  
COUNTY OF Wabasha ) SS.

On this 13 day of May, 1991, before me, a Notary Public personally appeared VERA WHITE

to me known to be the person(s) who are named in and who executed the foregoing instrument, and acknowledged that 3 he executed the same as her voluntary act and deed.

Jerrold B. Oliver  
Notary Public in and for said County



ACKNOWLEDGMENT

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

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 )  
COUNTY OF Polk ) SS.

On this 20 day of May, 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 ~~X~~ 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 61-14

The Northeast Quarter (NE 1/4); the North Half (N 1/2) of the Southeast Quarter (SE 1/4), and the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-one (21), 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 center of Section 21, T76N, R26W of the 5th Principal Meridian; thence southerly along the west property line 155 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 915 feet more or less to a point where said existing transmission line changes direction by  $3^{\circ}44'03''$  to the left; thence continuing northeasterly along said existing transmission line centerline 2295 feet more or less to a point on the east property line which is also the point of termination, said termination point is 1110 feet more or less southerly of the NE property corner, all being in Madison County, Iowa.