IP2-59
Rev.02-20-86
Parcel No. C-664
Job No. 11-41-7438
Draft No. _____
Structures No. _____

Located in
State of Iowa
County of _____
Township _____ North
Range _____ West of the 5th P.M.
Section _____

TRANSMISSION LINE EASEMENT

FILED NO. 441
BOOK 121 PAGE 465
89 SEP -7 AM 9:30
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $10.00

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, CARL CARTER Compared

and the undersigned Tenant, _____

for and in consideration of One and no/100--- Dollars ($ 1.00) to be paid by IOWA POWER AND LIGHT COMPANY, an Iowa corporation, do hereby grant to Iowa Power and Light Company, its successors and assigns, the right to construct, maintain and operate an electrical transmission line, and communications lines or cables and the poles, structures, wires, and other necessary equipment incident thereto, upon, over, along and across certain real estate described below, together with the right to enter upon said real estate for the purpose of constructing, maintaining, or removing said facilities, the right to trim or remove with reasonable care, such trees as may interfere with the proper maintenance and operation thereof, and the right to remove from the strip of land specifically described below any obstruction, including buildings and other structures, which interfere with the proper maintenance and operation of said lines or cables. In consideration of such grant, Iowa Power and Light Company agrees that it will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, maintenance or removal of said lines or cables. Grantors agree that they will not construct or place any buildings, structures, plants or other objects on the property described below which would result in a violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the lines or cables.

A triangular-shaped piece of land described as beginning at the SW corner of the NW 1/4, thence north 15 feet, thence southeasterly 22 feet, thence west parallel and adjacent to the center of the section to the point of beginning. All on and across the SW 1/4 of the NW 1/4 of Section 22, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa.

The undersigned acknowledges payment of - 0 - Dollars($ _____) hereunder, and it is agreed that if the balance of the stated consideration,$ - 0 - , is paid the undersigned within - 0 - days from date hereof, this agreement shall become binding upon all parties hereto, their heirs, successors and assigns, but shall terminate upon the permanent removal or abandonment of the lines or cables. If the balance of the consideration is not paid as above limited, then the initial payment shall be forfeited to the grantor and both parties shall be released from all further obligation hereunder.

THE UNDERSIGNED SHALL HAVE THE STATUTORY RIGHT UNDER IOWA CODE CHAPTER 478 TO CANCEL THIS AGREEMENT BY MAILING A "NOTICE OF CANCELLATION" TO IOWA POWER AND LIGHT COMPANY BY CERTIFIED MAIL WITH RETURN RECEIPT REQUESTED. THE NOTICE MUST BE RECEIVED BY IOWA POWER AND LIGHT COMPANY WITHIN SEVEN (7) DAYS, EXCLUDING SATURDAY AND SUNDAY, TO BE EFFECTIVE.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THIS WRITTEN INFORMATION ON THE RIGHT TO CANCELLATION PRIOR TO EXECUTION OF THIS AGREEMENT AND FURTHER ACKNOWLEDGES RECEIPT OF THE FORM, IN DUPLICATE, THAT CAN BE USED TO GIVE NOTICE OF CANCELLATION TO IOWA POWER AND LIGHT COMPANY.

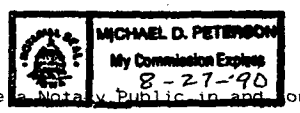
Iowa Power and Light Company may enter said premises for the purpose of surveys and preliminary estimates. However, Iowa Power and Light Company shall not begin construction, and shall not file this agreement for record until full consideration is paid and the statutory seven day period for cancellation has expired.

Dated at R.R. Earlham, this 21st day of August, 19 89

Carl Carter
Carl Carter

ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Madison)



On this 21st day of August, A.D., 19 89, before me a Notary Public in and for said County and State, personally appeared Carl Carter

to me known to be the person(s) who is (or are) named in and who executed the foregoing instrument, and acknowledged that ✓ he __ executed the same as his voluntary act and deed.

Michael D. Peterson
Notary Public in and for said County and State

ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, A.D., 19 ___, before me, a Notary Public in and for said County and State, personally appeared _____

to me known to be the person(s) who is (or 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 and State

MORTGAGEE'S CONSENT

TO IOWA POWER AND LIGHT COMPANY:

As legal holder and owner of all the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the _____ day of _____, 19____, recorded in the Recorder's Office of _____ County, Iowa, in Book _____, page _____, as Document No. _____, the undersigned hereby consent(s) and join(s) in the granting to said company of the within and foregoing right-of-way agreement.

Dated _____ _____

_____

ACKNOWLEDGMENT OF MORTGAGEE'S CONSENT

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, A.D., 19 _____, before me, a Notary Public, personally appeared _____

to me known to be the person(s) who is (or 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 _____)

On this _____ day of _____, A.D., 19 ____, before me, a Notary Public in and for said County, personally appeared _____

and _____

to me personally known, who being by me duly sworn, did say that __ he __ is (are) (respectively) the and _____

of said _____

(that the seal affixed to said instrument is seal of said) (that no seal has been procured by said) corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors, and the said _____ and _____ acknowledged the execution of said instrument to the voluntary act and deed of said corporation by it voluntarily executed.

WITNESS my hand and seal the day and year last above written.

_____
Notary Public in and for said County