BEFORE THE CHIEF JUDGE OF THE FIFTH JUDICIAL DISTRICT

OF THE STATE OF IOWA

IN THE MATTER OF THE APPLICATION OF IOWA POWER AND LIGHT COMPANY FOR CONDEMNATION OF RIGHT OF WAY FOR TRANSMISSION LINE IN MADISON COUNTY, IOWA	* * * * * * * *	NO. APPLICATION FOR CONDEMNATION AND APPOINTMENT OF COMMISSION TO APPRAISE DAMAGES

TO: The Chief Judge of the Fifth Judicial District of the State of Iowa

The Applicant, Iowa Power and Light Company, pursuant to Section 472.3 of the Code of Iowa, hereby applies to Gibson C. Holliday Chief Judge of the Fifth Judicial District of Iowa, for the appointment of a Commission to appraise the damages to real estate hereinafter described, and in connection therewith Applicant states as follows:

1. That Applicant, Iowa Power and Light Company, is a corporation organized under the laws of the State of Iowa, with its principal place of business and its general offices in the City of Des Moines, Polk County, Iowa, and is engaged in the business of generating, transmitting and distributing electricity at various points and places within the State of Iowa.

2. That by Order dated December 30, 1977, the Iowa State Commerce Commission granted Applicant a franchise (Iowa State Commerce Commission Frachise No. 14897) authorizing the construction and operation of a nominal 345,000 volt (maximum 400,000 volt) electric transmission line extending through and across the property hereinafter described and other property in Madison County, Iowa together with the right of eminent domain to condemn for transmission line purposes the land hereinafter described which the Iowa State Commerce Commission has found to be necessary for the use of the Applicant for construction, operation and maintenance of said transmission line in Madison County. That a copy of said Order and Franchise is attached as Exhibit "A" and made a part of this application.

Amended Amended Deed Rec 1/3- #1

FILED NO. 1974
BOOK 112 PAGE 561
1979 APR 13 PM 12: 13
MARY E. WELTY
MADISON COUNTY RECORDER

MARY E. WELTY
MADISON COUNTY RECORDER
RECEIVED
MADISON COUNTY SHERIFF
WINTERSET, IOWA
RRR
FEB 20 1979

SHERIFF'S and CLERK'S NOTATION: FOR COMPLETE TEXT OF EXHIBIT "A" ATTACHED TO AND MADE A PART OF THIS APPLICATION FOR CONDEMNATION, SEE DOCKET # 21763, MADISON COUNTY, IOWA DISTRICT COURT.

561

3. Applicant seeks to condemn and acquire by the process of eminent domain a right of way and easement one hundred fifty feet (150') in width over, along and across the land hereinafter described to construct, operate and maintain a nominal 345,000 volt (maximum 400,000 volt) electric transmission line and all necessary wires and equipment incident thereto for the purpose of constructing, operating and maintaining said transmission line.

4. The description of the property to be effected or sought to be condemned by its congressional numbers in tracts not exceeding one-sixteenth (1/16) of a section; a description of the specific property sought to be condemned from each of said parcels to be condemned with reference to such description; the names of all record owners and parties in possession of the parcels of property sought to be condemned, or otherwise affected by such proceedings; the holders of liens or encumbrances upon such lands, and the places of residence of all such persons, so far as is known to Applicant, or as shown of record, are as follows, to wit:

SHERIFF'S NOTATION: ONLY THAT DESCRIPTION AND PLAT PERTAINING TO THESE DEFENDANTS IS SET FORTH:

PARCEL NO. 61-100 (Continued)

DESCRIPTION OF SPECIFIC PROPERTY SOUGHT TO BE CONDEMNED

A strip of land 150 feet in width across the West 25 Acres of the South Half (S½) of the Northeast Quarter (NE¼) and the North Half (N½) of the Northeast Quarter (NE¼) and the Northwest Quarter (NW¼) of Section 24, and the South Half (S½) of the Northeast Quarter (NE¼) and the South Half of the Southwest Quarter (SW¼) and the Southeast Quarter (SE¼) of Section 13, all in Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, the centerline of said strip being described as follows:

Beginning at a point approximately 2,662 feet East of the Southwest corner of the Northwest Quarter (NW¼) of said Section 24, thence North to a point on the North line of said Section 24, approximately 2,662 feet East of the Northwest corner of said Section 24, thence Northeasterly approximately 1,299 feet to a point approximately 2,718 feet East of the Northwest corner of the South Half (S½) of the Southwest Quarter (SW¼) of said Section 13, thence North to a point on the North property line approximately 75 feet East of the Northwest corner of the South Half (S½) of the Northeast Quarter (NE¼) of said Section 13.

The above described easement is limited to construction of one 345,000 volt electric transmission line across the above described property consisting of four 2-pole structures and associated conductors, (maximum 400,000 volt).

Also a strip of land 150 feet in width which falls across the South Half (S½) of the Northeast Quarter (NE¼) and the North Half (N½) of the Southeast Quarter (SE¼) of Section 12, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, the centerline of said strip being described as follows:

Beginning at a point approximately 125 feet East of the Southwest corner of the North Half (N½) of the Southeast Quarter (SE¼) of said Section 12, thence North to a point on the North property line approximately 2,742 feet East of the Northwest corner of the South Half (S½) of the Northwest Quarter (NW¼) of said Section 12.

The above described easement is limited to construction of one 345,000 volt electric transmission line across the above described property consisting of two 2-pole structures and associated conductors. (Maximum 400,000 volt).

NAMES OF ALL RECORD OWNERS AND PARTIES IN POSSESSION

OWNER: Peter J. Cunningham and Ruth M. Cunningham
409 W. Court Street
Winterset, Iowa 50273

TENANT: Terry Hughes
Route 2
Winterset, Iowa 50273

HOLDERS OF LIENS OR ENCUMBRANCES

MORTGAGE HOLDER:
Federal Land Bank of Omaha
206 So. 19th Street
Omaha, Nebraska 68102

United States of America
Farmers Home Administration
1208 E. 2nd Avenue
Indianola, Iowa 50125

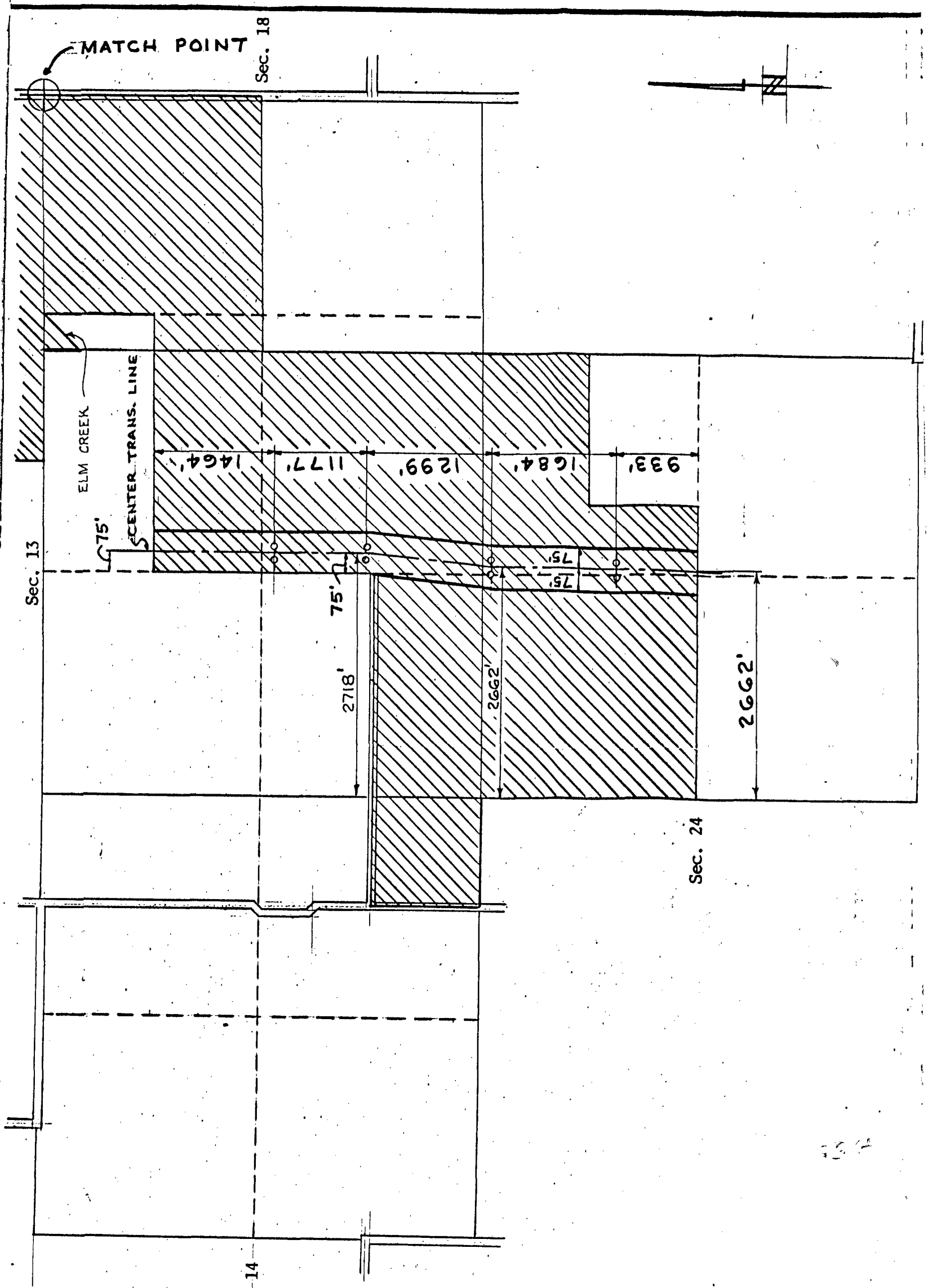
LIEN HOLDER: Madison County

(A Plat showing the location of the property to be affected and the location of the specific property sought to be condemned is attached hereto, marked Parcel 61-100 and by this reference made a part hereof.)

PARCEL NO. 61-100

DESCRIPTION OF PROPERTY TO BE AFFECTED

The Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼), and the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 13; the West Twenty-five (25) Acres of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section 24; the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 14; the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), and the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 12, all in Township 76 North, Range 27 West of the 5th P.M.; the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), the Northeast Quarter (NE¼) of the fractional Northwest Quarter (NW¼), the Southeast Quarter (SE¼) of the fractional Northwest Quarter (NW¼), the Northeast Quarter (NE¼) of the fractional Southwest Quarter (SW¼), and the Southeast Quarter (SE¼) of the fractional Southwest Quarter (SW¼) of fractional Section 7; the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) and the Southeast Quarter (SE¼) of the fractional Southwest Quarter (SW¼) of fractional Section 6; the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) and the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 5 (except 3 acres Northeast of North River in the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼)); the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section 8; the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the fractional Northwest Quarter (NW¼), and all that part of the West 21.16 acres lying North of Elm Creek in the Northeast Quarter (NE¼) of the fractional Northwest Quarter (NW¼) of fractional Section 18, all in Township 76 North, Range 26 West of the 5th P.M., all in Madison County, Iowa.



IOWA POWER AND LIGHT COMPANY
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT MADISON COUNTY
DWN. BY G.L. 4-23-76		
CHECKED		PA 61
APP'D		Sht. 1 of 2



IOWA POWER AND LIGHT COMPANY.
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT
DWN. BY G.L. 4-23-76		MADISON COUNTY
CHECKED		PAR 61-
APP'D		Sht. 2 of 2

Applicant requests that the Chief Judge of this Judicial District appoint a Commission to appraise the damages to said lands in accordance with the terms and provisions of Chapter 472 of the Code of Iowa.

Dated this 16 day of February, 1979.

Keith D Hartje

Keith D. Hartje
666 Grand Avenue, P.O. Box 657
Des Moines, Iowa 50309

GAMBLE, RIEPE, BURT, WEBSTER & FLETCHER
2600 Ruan Center
Des Moines, Iowa 50309

By B. A. Webster
B. A. Webster

Attorneys for Applicant
IOWA POWER AND LIGHT COMPANY

State of Iowa)
)
County of Polk)

I, E. L. Birdsall, being first duly sworn, on oath depose and state that I am Vice-President of Iowa Power and Light Company, Applicant named in the foregoing Application; that I have read the above and foregoing Application; that I know the facts therein set forth, and that the same are true and correct as I verily believe.

E. L. Birdsall

Subscribed and sworn to before me by said E. L. Birdsall this 16 day of February, 1979.

NOTARIAL SEAL IOWA
LLOYD C. McLAUGHLIN
MY COMMISSION EXPIRES
September 30, 1979

Lloyd C. McLaughlin
Notary Public in and for the State of Iowa

Filed in duplicate in my office at Des Moines Iowa, this 16 day of February, 1979.

Chief Judge of the Fifth Judicial District of Iowa including Madison County.

RECEIVED
MADISON COUNTY SHERIFF
WINTERSET, IOWA

FEB 20 1979

567

IN THE MATTER OF THE APPLICATION OF IOWA POWER AND LIGHT COMPANY FOR CONDEMNATION OF RIGHT OF WAY FOR TRANSMISSION LINE IN MADISON COUNTY, IOWA

SELECTION AND APPOINTMENT OF COMPENSATION COMMISSIONERS BY THE CHIEF JUDGE OF THE FIFTH JUDICIAL DISTRICT

An Application for Condemnation having been filed with me by the Iowa Power and Light Company for the selection and appointment, by lot, of six suitable persons as the law provides to act as a compensation commission to assess and appraise the damages sustained by reason of the condemnation of certain specified rights in certain land described by Applicant, in its application filed in the above entitled matter, I hereby designate, select, and appoint as the members of said compensation commission required in this matter the following persons:

NAME	ADDRESS	QUALIFICATION
Ole Olson	Winterset	Licensed Real Estate Salesman or Broker
William Hunter	Earlham	
Jack Foster	Winterset	Knowledgeable of Property Values by Virtue of Occupation
Gail Leeper	Winterset	
Irvin Martens	Winterset - Alternate	
Darrell Daggett	Earlham	Agricultural
Raymond Clark	Booneville	

I further designate, select and appoint the above named Ole Olson to act as Chairman of said commission.

TO THE SHERIFF OF MADISON COUNTY, IOWA: Attached hereto please find a duplicate of the Application for Condemnation in the above matter.

Dated at Des Moines, Iowa, this 26 day of February, 1979.

Robert O. Halliday

Chief Judge of the 5th Judicial District, including Madison County

Filed in my office at Winterset, Iowa this 26 day of Feb, 1979.

Rep Ponse

Sheriff of Madison County, Iowa

PARCEL NO. 61-100

BEFORE THE SHERIFF OF MADISON COUNTY, IOWA

IN THE MATTER OF THE APPLICATION OF IOWA POWER AND LIGHT COMPANY FOR CONDEMNATION OF RIGHT OF WAY FOR TRANSMISSION LINE IN MADISON COUNTY, IOWA	))))	NO. _____ NOTICE OF HEARING BEFORE COMMISSIONERS

TO:

OWNER: Peter J. Cunningham and Ruth M. Cunningham
409 W. Court Street
Winterset, Iowa 50273

TENANT: [redacted] Kenneth Tuttle and Patricia Tuttle
Route 2
Winterset, Iowa 50273

HOLDERS OF LIENS OR ENCUMBRANCES

MORTGAGE HOLDER:
Federal Land Bank of Omaha
206 So. 19th Street
Omaha, Nebraska 68102

United States of America
Farmers Home Administration
1208 E. 2nd Avenue
Indianola, Iowa 50125

LIEN HOLDER: Madison County

FEB 2 0

and all other persons, companies, or corporations having any interest in or owning any of the following described real estate: See "Exhibit A" attached.

You are hereby notified that Iowa Power and Light Company, a corporation organized under the laws of the State of Iowa, with its principal place of business in the City of Des Moines, Polk County, Iowa, desires the condemnation of the following described easement in land: See "Exhibit B" attached.

That such condemnation is sought for the construction, operation and maintenance of a 345,000 volt electric transmission line and all necessary wires and equipment incident thereto, together with the permanent and perpetual right of ingress and egress on said easement to and from said property for the purpose of constructing, operating and maintaining said transmission line and associated wires and equipment incident to the operation and maintenance of said transmission line.

That a Commission has been appointed as provided by law for the purpose of appraising the damages which will be caused by said condemnation. That said Commissioners will, on MARCH 9, 1978, at 10:00 o'clock A.M., view said premises and proceed to appraise said damages, at which time you may appear before the Commissioners if you care to do so.

Keith D Hartje

Keith D. Hartje
P.O. Box 657, 666 Grand Avenue
Des Moines, Iowa 50303

B. A. Webster

B. A. Webster
GRAMBLE, RIEPE, BURT, WEBSTER & FLETCHER
2600 Ruan Center
Des Moines, Iowa 50309

ATTORNEYS FOR APPLICANT,
IOWA POWER AND LIGHT COMPANY

PARCEL NO. 61-100

EXHIBIT "A"

DESCRIPTION OF PROPERTY TO BE AFFECTED

The Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼), and the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 13; the West Twenty-five (25) Acres of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section 24; the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 14; the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), and the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 12, all in Township 76 North, Range 27 West of the 5th P.M.; the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), the Northeast Quarter (NE¼) of the fractional Northwest Quarter (NW¼), the Southeast Quarter (SE¼) of the fractional Northwest Quarter (NW¼), the Northeast Quarter (NE¼) of the fractional Southwest Quarter (SW¼), and the Southeast Quarter (SE¼) of the fractional Southwest Quarter (SW¼) of fractional Section 7; the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) and the Southeast Quarter (SE¼) of the fractional Southwest Quarter (SW¼) of fractional Section 6; the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) and the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 5 (except 3 acres Northeast of North River in the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼)); the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section 8; the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the fractional Northwest Quarter (NW¼), and all that part of the West 21.16 acres lying North of Elm Creek in the Northeast Quarter (NE¼) of the fractional Northwest Quarter (NW¼) of fractional Section 18, all in Township 76 North, Range 26 West of the 5th P.M., all in Madison County, Iowa.

571

PARCEL NO. 61-100 (Continued)

EXHIBIT B

DESCRIPTION OF SPECIFIC PROPERTY SOUGHT TO BE CONDEMNED

A strip of land 150 feet in width across the West 25 Acres of the South Half (S½) of the Northeast Quarter (NE¼) and the North Half (N½) of the Northeast Quarter (NE¼) and the Northwest Quarter (NW¼) of Section 24, and the South Half (S½) of the Northeast Quarter (NE¼) and the South Half of the Southwest Quarter (SW¼) and the Southeast Quarter (SE¼) of Section 13, all in Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, the centerline of said strip being described as follows:

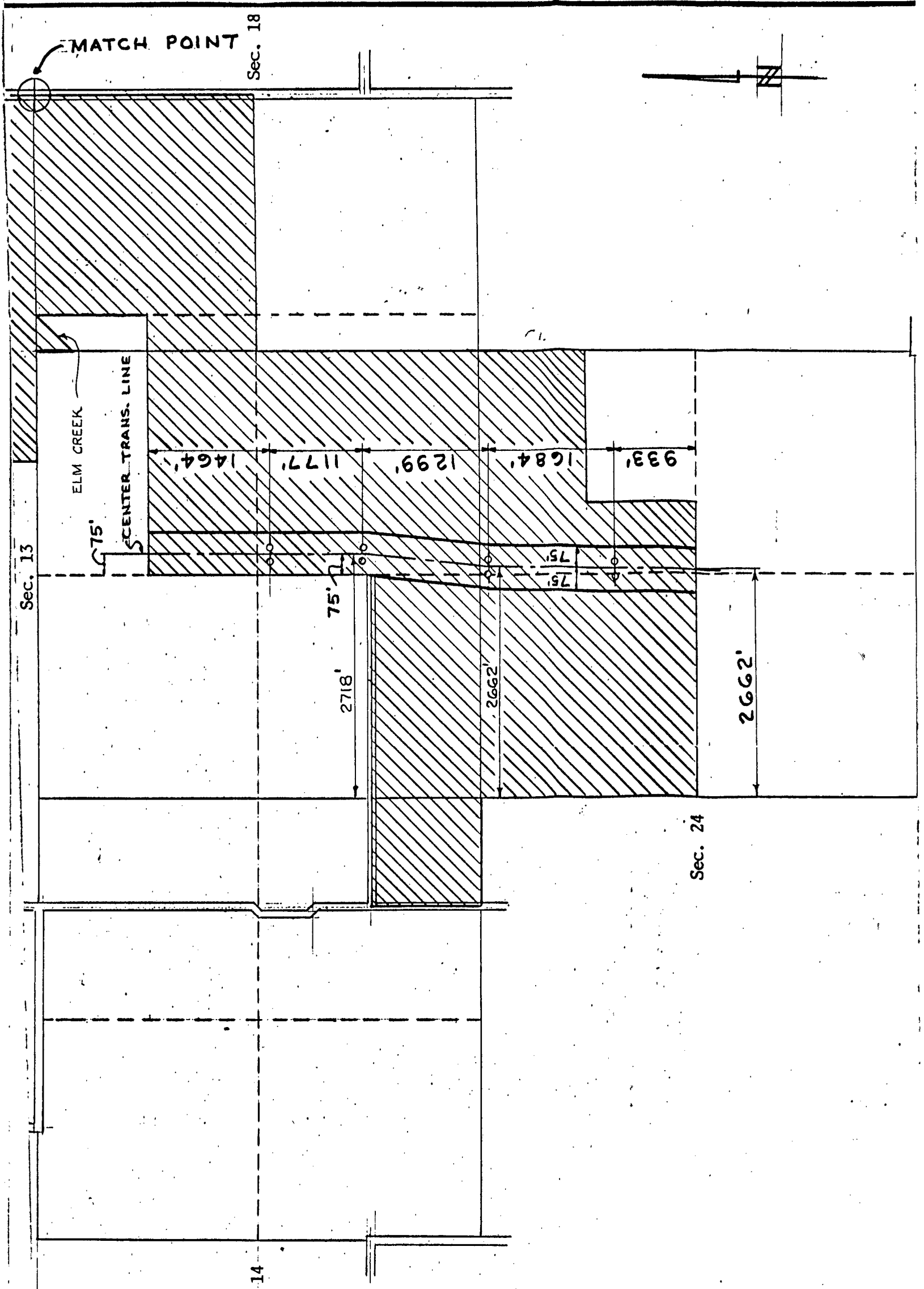
Beginning at a point approximately 2,662 feet East of the Southwest corner of the Northwest Quarter (NW¼) of said Section 24, thence North to a point on the North line of said Section 24, approximately 2,662 feet East of the Northwest corner of said Section 24, thence Northeasterly approximately 1,299 feet to a point approximately 2,718 feet East of the Northwest corner of the South Half (S½) of the Southwest Quarter (SW¼) of said Section 13, thence North to a point on the North property line approximately 75 feet East of the Northwest corner of the South Half (S½) of the Northeast Quarter (NE¼) of said Section 13.

The above described easement is limited to construction of one 345,000 volt electric transmission line across the above described property consisting of four 2-pole structures and associated conductors, (maximum 400,000 volt).

Also a strip of land 150 feet in width which falls across the South Half (S½) of the Northeast Quarter (NE¼) and the North Half (N½) of the Southeast Quarter (SE¼) of Section 12, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, the centerline of said strip being described as follows:

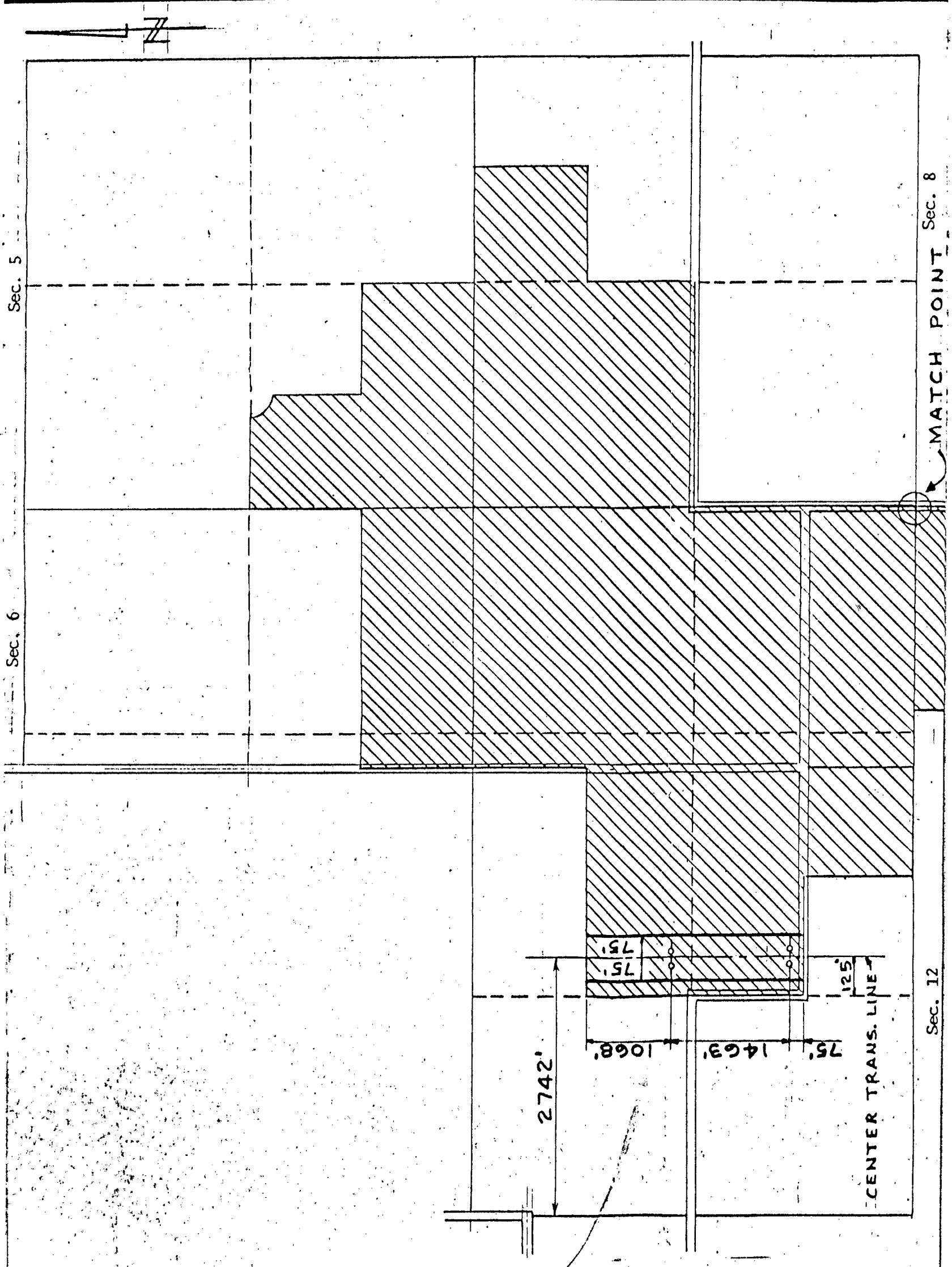
Beginning at a point approximately 125 feet East of the Southwest corner of the North Half (N½) of the Southeast Quarter (SE¼) of said Section 12, thence North to a point on the North property line approximately 2,742 feet East of the Northwest corner of the South Half (S½) of the Northwest Quarter (NW¼) of said Section 12.

The above described easement is limited to construction of one 345,000 volt electric transmission line across the above described property consisting of two 2-pole structures and associated conductors. (Maximum 400,000 volt).



IOWA POWER AND LIGHT COMPANY
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT
DWN. BY G.L. 4-23-76		MADISON COUNTY
CHECKED		
APP'D		Sht. 1 of 2



IOWA POWER AND LIGHT COMPANY
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLA
DWN. BY G.L. 4-23-76		MADISON COUNTY
CHECKED		
APP'D		Sht. 2 of 2

RETURN OF ORIGINAL NOTICE

STATE OF IOWA, MADISON County, ss.

The within notice came into my hands on the 20th day of February 19 79 and on the 21st day of February, 19 79, I served the same on Peter J. Cunningham, by leaving a true copy thereof at the house of Peter J. Cunningham, situated in the Township of Center Madison County, Iowa, the same being the usual place of residence of said defendent with Ruth M. Cunningham, a member of said defendant's family, with whom he resides, and over 18 years of age, the said defendant not being found within the County.

FEES

Service, $_____

Copies, $_____

Mileage, $_____

Total, $_____

Rex Rouse

Sherriff of Madison County

By _____, Deputy

OFFICERS RETURN OF SERVICE

STATE OF IOWA, Madison County, ss.

The attached notice with copy of Petition attached received this 20th day of February, 19 79, and I certify that I served the same on the defendants named below by delivering a copy thereof to each of said defendants personally at the time and place set opposite their respective name.

Name of Defendants	Month	Day	Year	Township	County	State
Ruth M. Cunningham	February	21st	1979	Center	Madison	Iowa
Patricia Tuttle	February	21st	1979	Union	Madison	Iowa

Rex Rouse Sheriff

Madison County, Iowa

By _____, Deputy Sheriff

FEES

Service $ 7.00

Copies $_____

Notary $_____

Mileage $_____

Total $_____

575

576

BBB

RETURN OF SERVICE — GOVERNMENTAL BODY

STATE OF IOWA, Madison County, ss.

The within Notice came into my hands on the 20th day of February, 19 79

and on the 21st day of February, 19 79, I served the same upon the Madison County

by offering to read the same to George Abrahams, he being the Auditor of Madison County, Iowa

of said Governmental Body, which he waived, and by giving him a true copy thereof, all done in Center Township, Madison County, Iowa.

FEES

Service - - - $_____

Copies - - - $_____

Mileage - - - $_____

Total - - - $_____

Rex Rouse, Sheriff

of _____ County

By _____ Deputy.

BOONE BLANK BOOK CO., BOONE, IOWA 1081-72

RETURN OF ORIGINAL NOTICE

STATE OF IOWA, MADISON County, ss.

The within notice came into my hands on the 20th day of February 19 79, and on the 21st day of February, 19 79, I served the same on Kenneth Tuttle, by leaving a true copy thereof at the house of Kenneth Tuttle, situated in the Township of Union Madison County, Iowa, the same being the usual place of residence of said defendent with Patricia Tuttle, a member of said defendant's family, with whom he resides, and over 18 years of age, the said defendant not being found within the County.

FEES

Service, $_____

Copies, $_____

Mileage, $_____

Total, $ _____

Rex Rouse

Sherriff of Madison County

By _____, Deputy

61-100

RETURN BY AFFIDAVIT

STATE OF NEBRASKA)
)SS.
COUNTY OF DOUGLAS)

F. Kroll being first duly sworn deposes and says that he is a Deputy Sheriff of Douglas County, State of Nebraska, and that he served the attached Writ on the within named:

Federal Land Bank of Omaha

on the 22nd day of Feb 19,79 by Personally handing to Arlene Johnson Administrative Assistant and Managing Agent for The Federal Land Bank of Omaha

in Douglas County, State of Nebraska.
10:40AM 2-22-79

Frank Kroll

Subscribed and sworn to before me this 23rd day of Feb, 1979.

GENERAL NOTARY-State of Nebraska
LOIS C. THOMPSON
My Comm. Exp. Feb. 28, 1982

Lois C Thompson
NOTARY PUBLIC

577

PARCEL NO. 61-100

578

BEFORE THE SHERIFF OF MADISON COUNTY, IOWA

IN THE MATTER OF THE APPLICATION OF IOWA POWER AND LIGHT COMPANY FOR CONDEMNATION OF RIGHT OF WAY FOR TRANSMISSION LINE IN MADISON COUNTY, IOWA	))))	NO. _____ NOTICE OF HEARING BEFORE COMMISSIONERS

TO:

OWNER: Peter J. Cunningham and Ruth M. Cunningham
409 W. Court Street
Winterset, Iowa 50273

TENANT: Terry Hughes
Route 2
Winterset, Iowa 50273

HOLDERS OF LIENS OR ENCUMBRANCES

MORTGAGE HOLDER:
Federal Land Bank of Omaha
206 So. 19th Street
Omaha, Nebraska 68102

United States of America
Farmers Home Administration
1208 E. 2nd Avenue
Indianola, Iowa 50125

LIEN HOLDER: Madison County

and all other persons, companies, or corporations having any interest in or owning any of the following described real estate: See "Exhibit A" attached.

You are hereby notified that Iowa Power and Light Company, a corporation organized under the laws of the State of Iowa, with its principal place of business in the City of Des Moines, Polk County, Iowa, desires the condemnation of the following described easement in land: See "Exhibit B" attached.

That such condemnation is sought for the construction, operation and maintenance of a 345,000 volt electric transmission line and all necessary wires and equipment incident thereto, together with the permanent and perpetual right of ingress and egress on said easement to and from said property for the purpose of constructing, operating and maintaining said transmission line and associated wires and equipment incident to the operation and maintenance of said transmission line.

That a Commission has been appointed as provided by law for the purpose of appraising the damages which will be caused by said condemnation. That said Commissioners will, on MARCH 9, 1978, at 10:00 o'clock A.M., view said premises and proceed to appraise said damages, at which time you may appear before the Commissioners if you care to do so.

Keith D Hartje

Keith D. Hartje
P.O. Box 657, 666 Grand Avenue
Des Moines, Iowa 50303

B. A. Webster

B. A. Webster
GRAMBLE, RIEPE, BURT, WEBSTER & FLETCHER
2600 Ruan Center
Des Moines, Iowa 50309

ATTORNEYS FOR APPLICANT,
IOWA POWER AND LIGHT COMPANY

PARCEL NO. 61-100

EXHIBIT "A"

DESCRIPTION OF PROPERTY TO BE AFFECTED

The Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼), and the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 13; the West Twenty-five (25) Acres of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section 24; the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 14; the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), and the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 12, all in Township 76 North, Range 27 West of the 5th P.M.; the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), the Northeast Quarter (NE¼) of the fractional Northwest Quarter (NW¼), the Southeast Quarter (SE¼) of the fractional Northwest Quarter (NW¼), the Northeast Quarter (NE¼) of the fractional Southwest Quarter (SW¼), and the Southeast Quarter (SE¼) of the fractional Southwest Quarter (SW¼) of fractional Section 7; the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) and the Southeast Quarter (SE¼) of the fractional Southwest Quarter (SW¼) of fractional Section 6; the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) and the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 5 (except 3 acres Northeast of North River in the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼)); the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section 8; the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the fractional Northwest Quarter (NW¼), and all that part of the West 21.16 acres lying North of Elm Creek in the Northeast Quarter (NE¼) of the fractional Northwest Quarter (NW¼) of fractional Section 18, all in Township 76 North, Range 26 West of the 5th P.M., all in Madison County, Iowa.

EXHIBIT B

DESCRIPTION OF SPECIFIC PROPERTY SOUGHT TO BE CONDEMNED

A strip of land 150 feet in width across the West 25 Acres of the South Half (S½) of the Northeast Quarter (NE¼) and the North Half (N½) of the Northeast Quarter (NE¼) and the Northwest Quarter (NW¼) of Section 24, and the South Half (S½) of the Northeast Quarter (NE¼) and the South Half of the Southwest Quarter (SW¼) and the Southeast Quarter (SE¼)of Section 13, all in Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, the centerline of said strip being described as follows:

Beginning at a point approximately 2,662 feet East of the Southwest corner of the Northwest Quarter (NW¼) of said Section 24, thence North to a point on the North line of said Section 24, approximately 2,662 feet East of the Northwest corner of said Section 24, thence Northeasterly approximately 1,299 feet to a point approximately 2,718 feet East of the Northwest corner of the South Half (S½) of the Southwest Quarter (SW¼) of said Section 13, thence North to a point on the North property line approximately 75 feet East of the Northwest corner of the South Half (S½) of the Northeast Quarter (NE¼) of said Section 13.

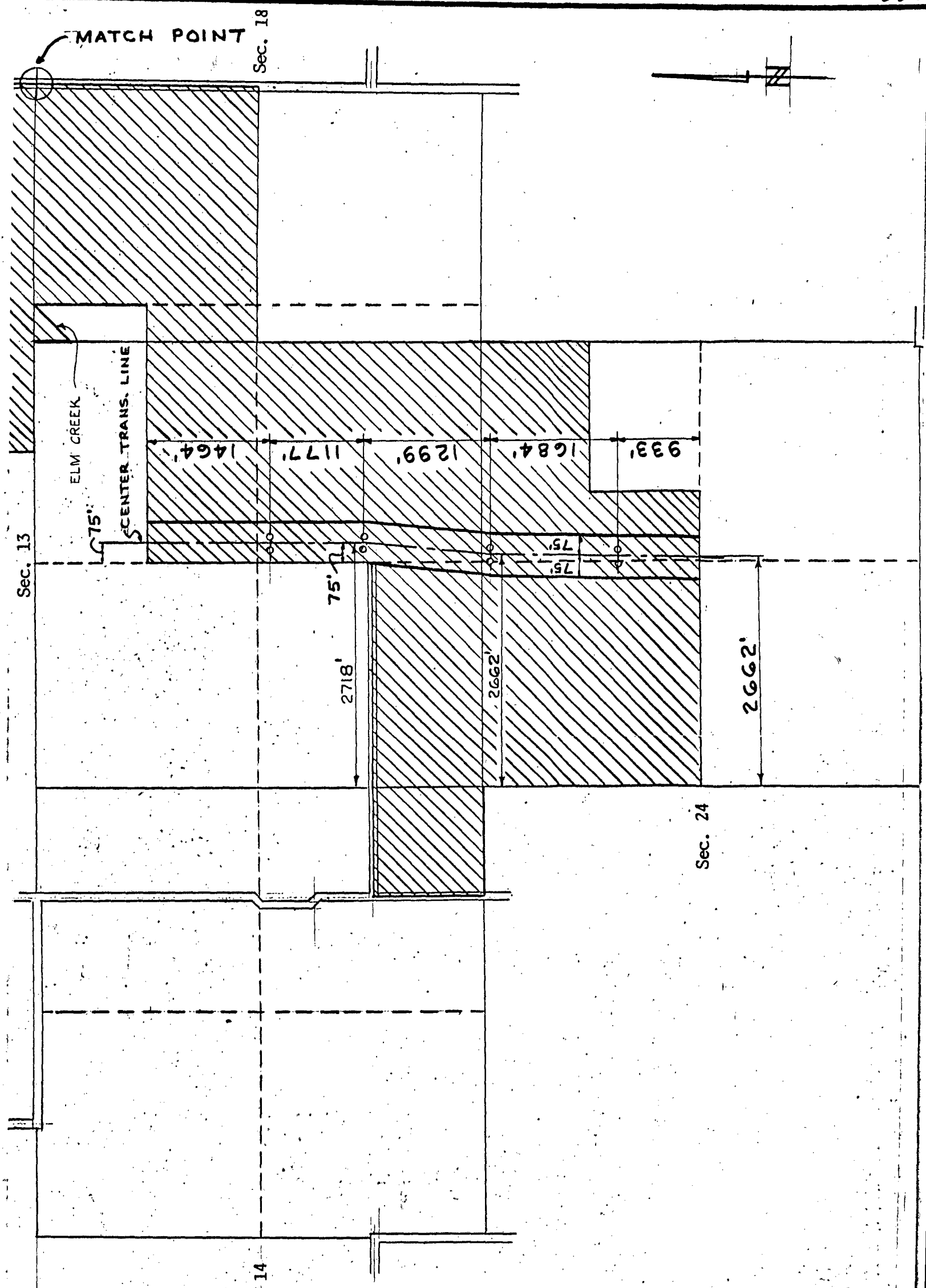
The above described easement is limited to construction of one 345,000 volt electric transmission line across the above described property consisting of four 2-pole structures and associated conductors. (maximum 400,000 volt).

Also a strip of land 150 feet in width which falls across the South Half (S½) of the Northeast Quarter (NE¼) and the North Half (N½) of the Southeast Quarter (SE¼) of Section 12, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, the centerline of said strip being described as follows:

Beginning at a point approximately 125 feet East of the Southwest corner of the North Half (N½) of the Southeast Quarter (SE¼) of said Section 12, thence North to a point on the North property line approximately 2,742 feet East of the Northwest corner of the South Half (S½) of the Northwest Quarter (NW¼) of said Section 12.

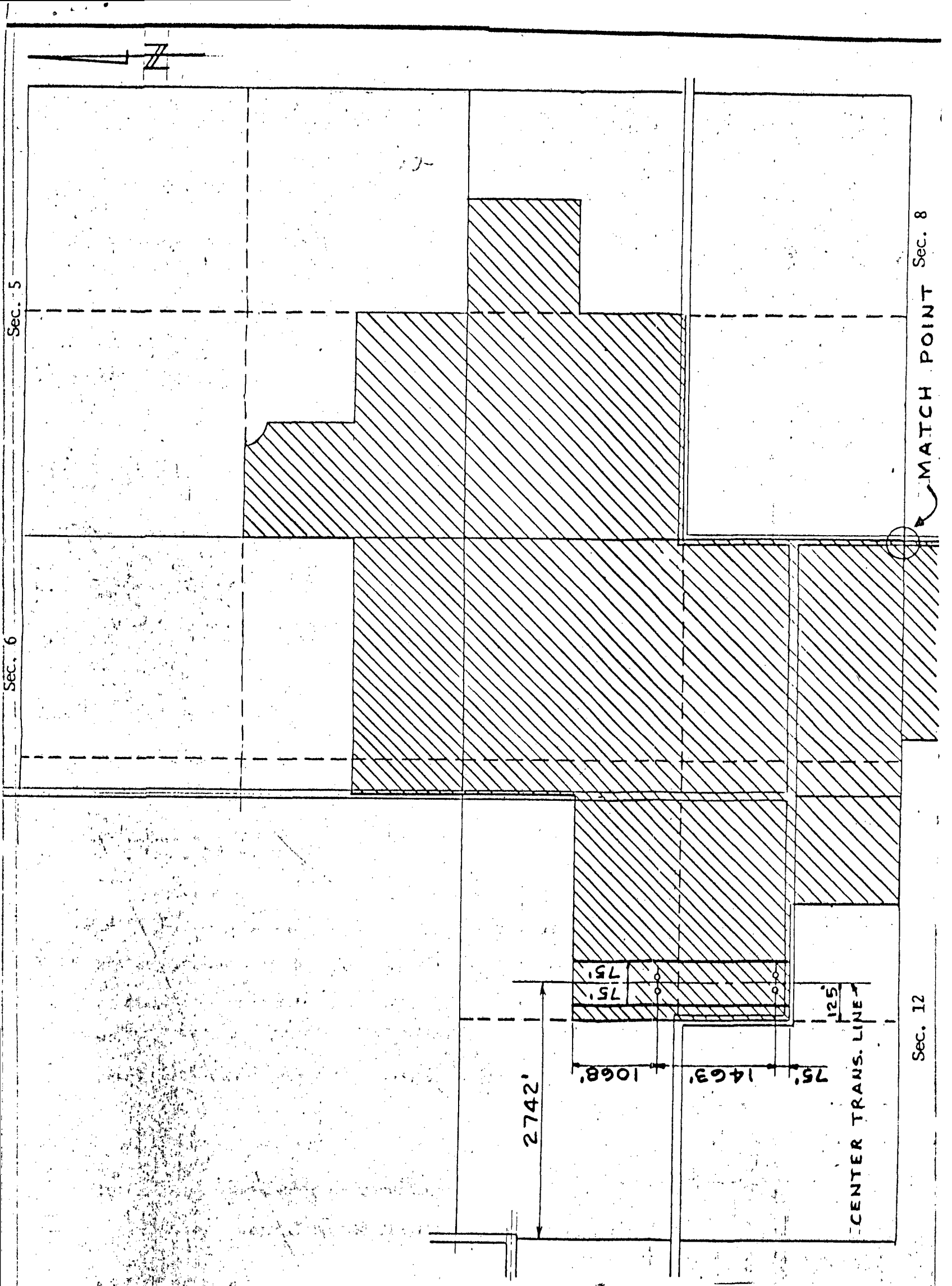
The above described easement is limited to construction of one 345,000 volt electric transmission line across the above described property consisting of two 2-pole structures and associated conductors. (Maximum 400,000 volt).

582



IOWA POWER AND LIGHT COMPANY
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PL
DWN. BY G.L. 4-23-76		MADISON COUNT
CHECKED		
APP'D		Sht. 1 of 2



IOWA POWER AND LIGHT COMPANY.

345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT
DWN. BY G.L. 4-23-76		MADISON COUNTY
CHECKED		
APP'D		Sht. 2 of 2

61-100 584

DIRECTIONS FOR SERVICE OF ORIGINAL NOTICE

COMPLETE ONE OF THESE DIRECTIONS FOR EACH INDIVIDUAL, COMPANY, CORPORATION ETC. TO BE SERVED.

DIRECTIONS FOR SERVICE OF ORIGINAL NOTICE

TO: Sheriff Douglas County OR, TO: _____

Serve: Federal Land Bank of Omaha

At: Address shown on attached Notice

ON COMPLETION OF SERVICE NOTIFY: Iowa Power and Light Company

Special Instructions or Information Relating to Service:

Return of Service of Notice to be sent to Lloyd C. McLaughlin, Iowa Power and Light Company, P.O. Box 657, Des Moines, Iowa 50303.

NAME AND SIGNATURE OF ATTORNEY OR OTHER ORIGINATOR: Iowa Power and Light Company

By Lloyd C. McLaughlin

DATE: 2-20-79 TELEPHONE NO. (515) 281-2713

DEPOSIT FOR COST OF SERVICE

Check enclosed for $ 10.00 .

P- Arlene Johnson 10:40 AM 2-22-79
Cost Rl CK # 9511-A

PARCEL NO. 61-100

BEFORE THE SHERIFF OF MADISON COUNTY, IOWA

IN THE MATTER OF THE APPLICATION OF IOWA POWER AND LIGHT COMPANY FOR CONDEMNATION OF RIGHT OF WAY FOR TRANSMISSION LINE IN MADISON COUNTY, IOWA	))))	NO. _____ NOTICE OF HEARING BEFORE COMMISSIONERS

TO:

OWNER: Peter J. Cunningham and Ruth M. Cunningham
409 W. Court Street
Winterset, Iowa 50273

TENANT: Terry Hughes
Route 2
Winterset, Iowa 50273

HOLDERS OF LIENS OR ENCUMBRANCES

MORTGAGE HOLDER:
Federal Land Bank of Omaha
206 So. 19th Street
Omaha, Nebraska 68102

United States of America
Farmers Home Administration
1208 E. 2nd Avenue
Indianola, Iowa 50125

LIEN HOLDER: Madison County

RECEIVED
WARREN CO. SHERIFF
'79 FEB 21 P1:58

and all other persons, companies, or corporations having any interest in or owning any of the following described real estate: See "Exhibit A" attached.

You are hereby notified that Iowa Power and Light Company, a corporation organized under the laws of the State of Iowa, with its principal place of business in the City of Des Moines, Polk County, Iowa, desires the condemnation of the following described easement in land: See "Exhibit B" attached.

That such condemnation is sought for the construction, operation and maintenance of a 345,000 volt electric transmission line and all necessary wires and equipment incident thereto, together with the permanent and perpetual right of ingress and egress on said easement to and from said property for the purpose of constructing, operating and maintaining said transmission line and associated wires and equipment incident to the operation and maintenance of said transmission line.

That a Commission has been appointed as provided by law for the purpose of appraising the damages which will be caused by said condemnation. That said Commissioners will, on MARCH 9, 1978, at 10:00 o'clock A.M., view said premises and proceed to appraise said damages, at which time you may appear before the Commissioners if you care to do so.

Keith D Hartje

Keith D. Hartje
P.O. Box 657, 666 Grand Avenue
Des Moines, Iowa 50303

B. A. Webster

B. A. Webster
GRAMBLE, RIEPE, BURT, WEBSTER & FLETCHER
2600 Ruan Center
Des Moines, Iowa 50309

ATTORNEYS FOR APPLICANT,
IOWA POWER AND LIGHT COMPANY

PARCEL NO. 61-100

EXHIBIT "A"

DESCRIPTION OF PROPERTY TO BE AFFECTED

The Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼), and the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 13; the West Twenty-five (25) Acres of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section 24; the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 14; the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), and the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 12, all in Township 76 North, Range 27 West of the 5th P.M.; the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼), the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), the Northeast Quarter (NE¼) of the fractional Northwest Quarter (NW¼), the Southeast Quarter (SE¼) of the fractional Northwest Quarter (NW¼), the Northeast Quarter (NE¼) of the fractional Southwest Quarter (SW¼), and the Southeast Quarter (SE¼) of the fractional Southwest Quarter (SW¼) of fractional Section 7; the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) and the Southeast Quarter (SE¼) of the fractional Southwest Quarter (SW¼) of fractional Section 6; the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) and the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 5 (except 3 acres Northeast of North River in the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼)); the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section 8; the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Southeast Quarter (SE¼) of the fractional Northwest Quarter (NW¼), and all that part of the West 21.16 acres lying North of Elm Creek in the Northeast Quarter (NE¼) of the fractional Northwest Quarter (NW¼) of fractional Section 18, all in Township 76 North, Range 26 West of the 5th P.M., all in Madison County, Iowa.

EXHIBIT B

DESCRIPTION OF SPECIFIC PROPERTY SOUGHT TO BE CONDEMNED

A strip of land 150 feet in width across the West 25 Acres of the South Half (S½) of the Northeast Quarter (NE¼) and the North Half (N½) of the Northeast Quarter (NE¼) and the Northwest Quarter (NW¼) of Section 24, and the South Half (S½) of the Northeast Quarter (NE¼) and the South Half of the Southwest Quarter (SW¼) and the Southeast Quarter (SE¼)of Section 13, all in Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, the centerline of said strip being described as follows:

Beginning at a point approximately 2,662 feet East of the Southwest corner of the Northwest Quarter (NW¼) of said Section 24, thence North to a point on the North line of said Section 24, approximately 2,662 feet East of the Northwest corner of said Section 24, thence Northeasterly approximately 1,299 feet to a point approximately 2,718 feet East of the Northwest corner of the South Half (S½) of the Southwest Quarter (SW¼) of said Section 13, thence North to a point on the North property line approximately 75 feet East of the Northwest corner of the South Half (S½) of the Northeast Quarter (NE¼) of said Section 13.

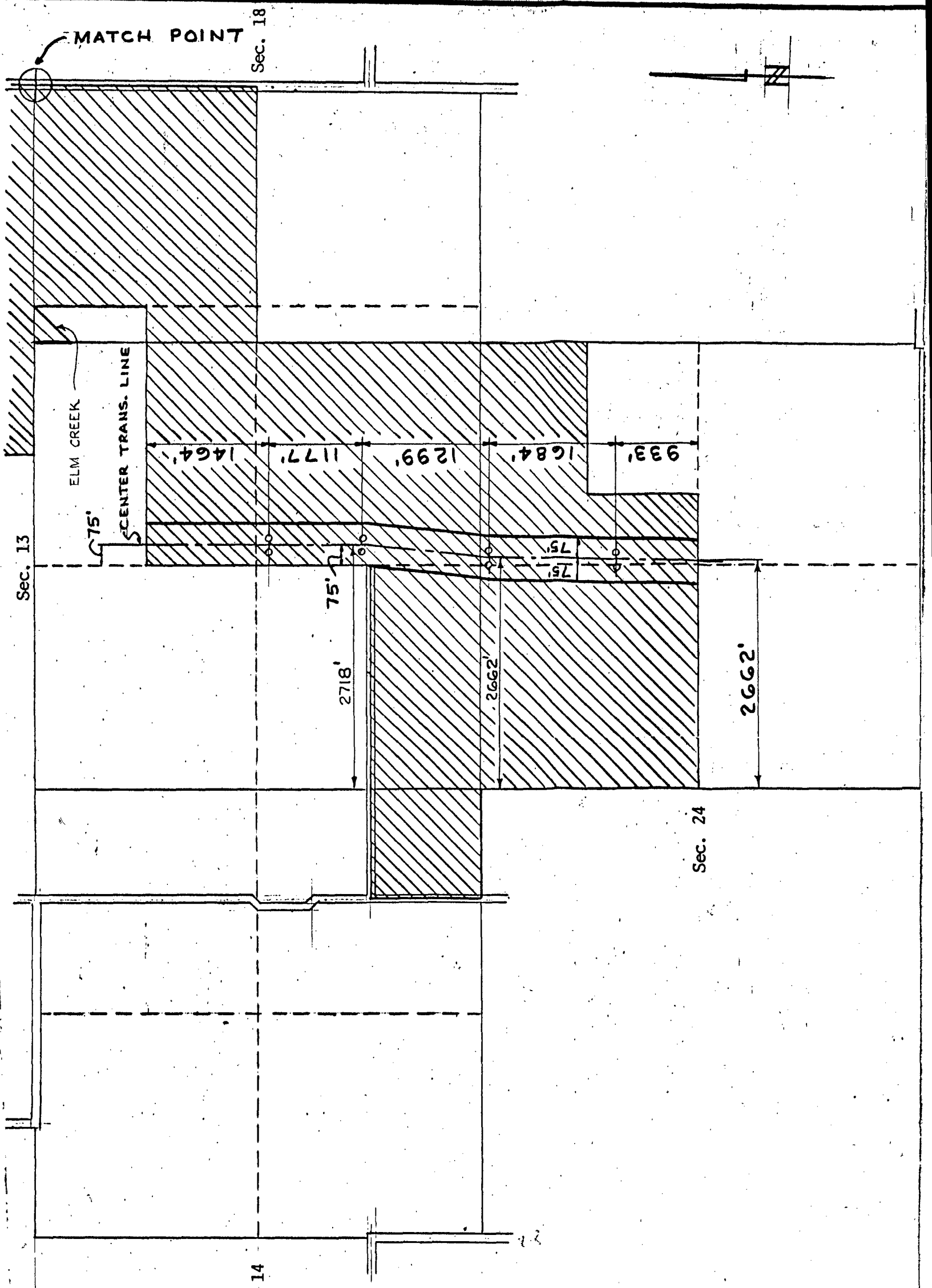
The above described easement is limited to construction of one 345,000 volt electric transmission line across the above described property consisting of four 2-pole structures and associated conductors, (maximum 400,000 volt).

Also a strip of land 150 feet in width which falls across the South Half (S½) of the Northeast Quarter (NE¼) and the North Half (N½) of the Southeast Quarter (SE¼) of Section 12, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, the centerline of said strip being described as follows:

Beginning at a point approximately 125 feet East of the Southwest corner of the North Half (N½) of the Southeast Quarter (SE¼) of said Section 12, thence North to a point on the North property line approximately 2,742 feet East of the Northwest corner of the South Half (S½) of the Northwest Quarter (NW¼) of said Section 12.

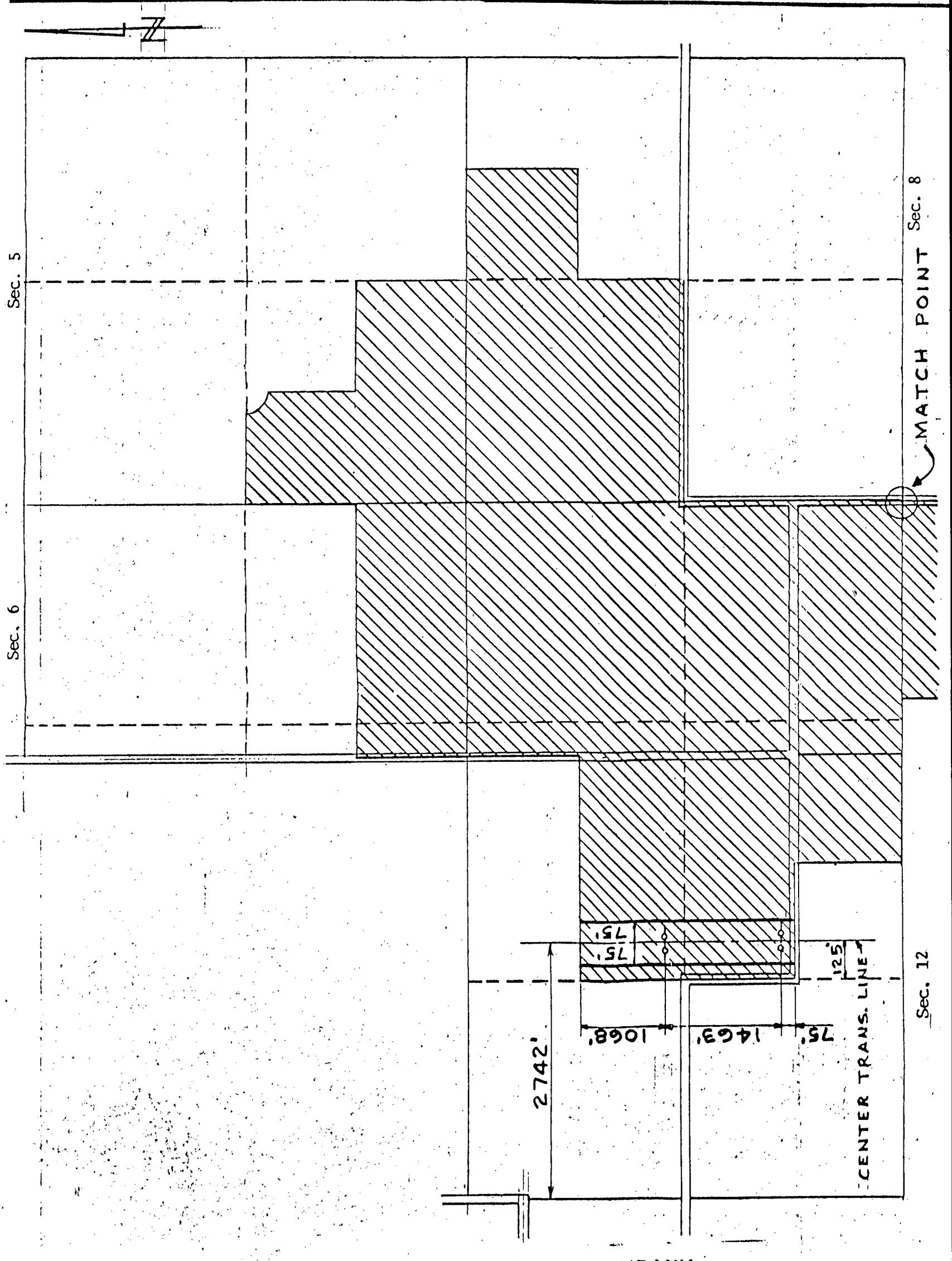
The above described easement is limited to construction of one 345,000 volt electric transmission line across the above described property consisting of two 2-pole structures and associated conductors. (Maximum 400,000 volt).

689



IOWA POWER AND LIGHT COMPANY
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLA
DWN. BY G.L. 4-23-76		MADISON COUNT
CHECKED		
APP'D		SHT. 1 OF 2



IOWA POWER AND LIGHT COMPANY.

345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT
DWN. BY G.L. 4-23-76		MADISON COUNTY
CHECKED		PA 61
APP'D		Sht. 2 of 2

STATE OF IOWA
WARREN COUNTY SS:

RETURN OF SERVICE

I hereby certify and make return; that I received the within and attached notice on the 21st day of February, 1979, and that on the 21st day of February, 1979, I served the same on the within named ~~defendant~~ _____

Farmers Home Administration in Washington (Name City, Town or Twp.),
Warren (Name County), County, Iowa, by delivering a true copy thereof, with copy of petition attached, to Bonnie Zimmerman
Clerk (Give title of person served) of said Farmers Home Administration (Name of defendant)

Fees
Mileage $ .20
County $ 3.00
Total $ 3.20
Paid by Plt'ff Plaintiff's Attorney.

Iowa Power + Light Co.
~~Plff's Atty. Def. Atty.~~

EXHIBIT "C"

Date 2-23-79
WILLIAM M. MATHEWS
WARREN CO. SHERIFF
By Carmine Miller Deputy

William M. Mathews Sheriff
By: Carl A Turner Deputy

Subscribed and sworn to before me this 23rd day of February, 1979.

Edna Marlow
CLERK DISTRICT COURT or NOTARY PUBLIC
Commission expires _____ Deputy

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND BY THE IOWA POWER AND LIGHT COMPANY FOR RIGHT OF WAY FOR TRANSMISSION LINE LOCATED IN MADISON COUNTY, IOWA

OATH OF COMMISSIONERS

STATE OF IOWA)
) SS
MADISON County)

Each of the undersigned being duly sworn says:

That I do possess the qualifications listed under my name below, and
That I do not possess any interest in the proceeding which would cause me to render a biased decision and
That I will, to the best of my ability, faithfully and impartially assess the damages which owners, lienholders, encumbrancers and other persons interested in the land from which certain rights are sought to be appropriated by these proceedings will sustain by reason of the appropriation of the rights as set forth and described in the Application in the Office of the Sheriff for Condemnation of Transmission Line Right of Way and make a written report to the Sheriff as authorized and prescribed in Chapters 471, 472 and 489, Code of Iowa, and any amendments thereto, and will well and truly perform any and all other duties imposed upon me by law as a member of the compensation commission selected and appointed to assess said damages.

Russell T Olson
NAME:
Licensed Real Estate Salesman or Broker

William Smith
NAME:
Licensed Real Estate Salesman or Broker

John Foster
NAME:
Knowledgeable of Property Values by Virtue of Occupation

Gail L Jefson
NAME:
Knowledgeable of Property Values by Virtue of Occupation

Darrell Daggett
NAME:
Agricultural

Raymond Clark
NAME:
Agricultural

Subscribed and sworn to before me this 7th day of March, 1979.

SEAL OF THE DISTRICT COURT IOWA

Ida L. Silverthorn, Deputy
~~(Notary Public)~~
(Clerk of Court) in and for said County and State

Filed in my office at Winterset, Iowa, this 7th day of March, 1979.

Rex Rouse
Rex Rouse
Sheriff of Madison County, Iowa

61-100

IN THE DISTRICT COURT OF THE STATE OF IOWA IN AND FOR MADISON COUNTY

IN THE MATTER OF THE APPLICATION OF IOWA POWER AND LIGHT COMPANY FOR CONDEMNATION OF RIGHT OF WAY FOR TRANSMISSION LINE IN MADISON COUNTY, IOWA

AFFIDAVIT OF FINAL OFFER

STATE OF IOWA)
) SS.
COUNTY OF POLK)

I, E. L. Birdsall, being first duly sworn, on oath depose and state that on the 23rd day of February, 19 79, as agent and representative of Iowa Power and Light Company, I delivered to the following named persons, ~~to wit:~~ by regular mail, to wit:

Peter J. Cunningham and Ruth M. Cunningham
409 W. Court Street
Winterset, Iowa 50273

Federal Land Bank of Omaha
206 So. 19th Street
Omaha, Nebraska 68102

Terry Hughes
Route 2
Winterset, Iowa 50273

a duplicate original of the "Final Offer to Acquire Easement", a true copy of which is attached hereto, marked Exhibit A, and by this reference made a part hereof.

Dated this 23rd day of February, 19 79.

E. L. Birdsall

Subscribed and sworn to before me by E. L. Birdsall this 23rd day of February, 19 79.

LLOYD C. McLAUGHLIN
MY COMMISSION EXPIRES
September 30, 1979

Lloyd C. McLaughlin
Notary Public in and for IOWA

593

IOWA POWER
823 Walnut Street
Des Moines, Iowa 50303

FINAL OFFER TO ACQUIRE EASEMENT

February 23, 1979

Peter J. Cunningham and Ruth M. Cunningham
409 W. Court Street
Winterset, Iowa 50273

Informational Copy to Mortgagee:
Federal Land Bank of Omaha
206 So. 19th Street
Omaha, Nebraska 68102

Pursuant to Chapter 472, entitled Procedures Under Power of Eminent Domain, Code of Iowa, Iowa Power and Light Company hereby makes its final offer to pay you the total lump sum of $ 32,310.40 in consideration of your execution, acknowledgement and delivery of a 345,000 volt electric transmission line easement in substance and form as, and across real estate described in, the "Transmission Line Easement" attached hereto, marked Exhibit "A", and made a part hereof. Such offer does not include construction damage to crops, tile or similar property which will be paid after construction when such damage can be ascertained.

If you wish to accept this offer, please call Iowa Power and Light Company collect at the following telephone number: 1-515-281-2713. If a voluntary easement is not acquired by the Company for this parcel, condemnation proceedings will be initiated.

A plat showing the proposed transmission line easement on your property is enclosed for your information.

Yours very truly,

E. L. Birdsall
Vice President

Enclosure

6/-100

Parcel No. 61-100

Job No. _____

Draft No. _____

EXHIBIT "A"

County Madison

Township 76 North

Range 27 West of the 5th P.M.

Section 12,13,24

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, Peter J. Cunningham and Ruth M. Cunningham

and the undersigned Tenant, _____

(hereinafter called the Grantor(s), in consideration of the sum of One Dollar and other valuable considerations in hand paid, do hereby grant to Iowa Power and Light Company, an Iowa Corporation, (hereinafter called the Grantee,) the perpetual right and easement to construct, reconstruct, repair, maintain, operate, inspect, patrol and remove a line of towers or poles for the transmission and supply of electric current, with wires and cables upon and from the same and all necessary foundations, anchors, guys, braces, fittings, equipment and apurtenances including a buried ground wire, and such culverts, bridges, and ways of access as may be reasonably necessary for the convienent construction, reconstruction, repair, maintenance, operation, inspection, patrolling and removal of said line over, along, across and under the following described property situated in Madison County, Iowa, to-wit:

A strip of land 150 feet in width across the West 25 Acres of the South Half (S½) of the Northeast Quarter (NE¼) and the North Half (N½) of the Northeast Quarter (NE¼) and the Northwest Quarter (NW¼) of Section 24, and the South Half (S½) of the Northeast Quarter (NE¼) and the South Half of the Southwest Quarter (SW¼) and the Southeast Quarter (SE¼) of Section 13, all in Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, the centerline of said strip being described as follows:

Beginning at a point approximately 2,662 feet East of the Southwest corner of the Northwest Quarter (NW¼) of said Section 24, thence North to a point on the North line of said Section 24, approximately 2,662 feet East of the Northwest corner of said Section 24, thence Northeasterly approximately 1,299 feet to a point approximately 2,718 feet East of the Northwest corner of the South Half (S½) of the Southwest Quarter (SW¼) of said Section 13, thence North to a point on the North property line approximately 75 feet East of the Northwest corner of the South Half (S½) of the Northeast Quarter (NE¼) of said Section 13.

The above described easement is limited to construction of one 345,000 volt electric transmission line across the above described property consisting of four 2-pole structures and associated conductors, (maximum 400,000 volt).

Also a strip of land 150 feet in width which falls across the South Half (S½) of the Northeast Quarter (NE¼) and the North Half (N½) of the Southeast Quarter (SE¼) of Section 12, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, the centerline of said strip being described as follows:

Beginning at a point approximately 125 feet East of the Southwest corner of the North Half (N½) of the Southeast Quarter (SE¼) of said Section 12, thence North to a point on the North property line approximately 2,742 feet East of the Northwest corner of the South Half (S½) of the Northwest Quarter (NW¼) of said Section 12.

The above described easement is limited to construction of one 345,000 volt electric transmission line across the above described property consisting of two 2-pole structures and associated conductors. (Maximum 400,000 volt).

The Grantor(s) warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has full right and authority to validly grant this easement, and that Grantee may quietly enjoy the premises.

Grantee is given the right to trim, cut and clear away any trees, limbs and brush, whether located on the above described easement property or adjacent to and overhanging the same, and the right to remove from the above described easement property any obstruction, including buildings, inflammable materials, brush, structures of any kind or other obstructions wherever in its judgment such will interfere with or endanger the construction, operation or maintenance of said line, and to renew, replace, and to otherwise change the lines and any part thereof and all appurtenances thereto and the location thereof within the easement property; and to pass along the easement property to and from adjoining lands and to have reasonable access to said property from Grantor's adjoining lands. The Grantee may erect and use gates in all fences which cross or which shall hereafter cross the route of said line.

In consideration of such grant, Grantee 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, operation, maintenance, inspection, patrolling or removal of said line. Grantor(s) covenants that no act will be permitted within the easement property which is inconsistent with the rights hereby granted; that no building or structures will be erected upon said property and that the present grade or ground level thereof will not be changed by excavation or filling.

Grantee, its contractor or agents, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement but the easement shall not otherwise be operative nor shall construction begin until a franchise for the line is issued by the Iowa State Commerce Commission and until the full consideration is paid as hereinafter provided.

596

MATCH POINT

Sec. 18

ELM CREEK

CENTER TRANS. LINE

75'

1464'

1177'

1299'

1684'

939'

Sec. 13

75'

75'

75'

2718'

2662'

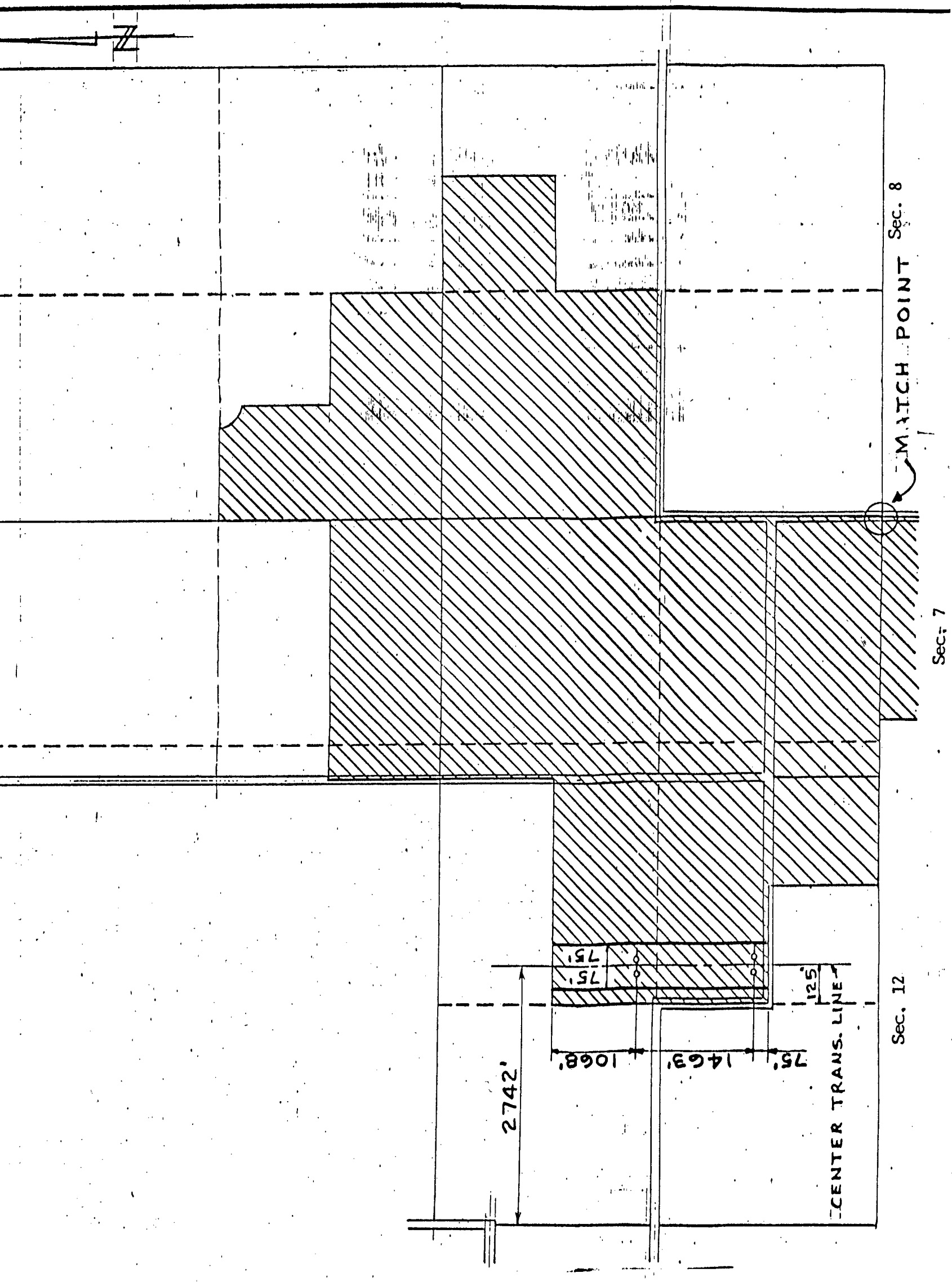
2662'

Sec. 24

Sec. 14

IOWA POWER AND LIGHT COMPANY
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT MADISON COUNTY
DWN. BY G.L. 4-23-76		
CHECKED		
APP'D		Sht. 1 of 2



IOWA POWER AND LIGHT COMPANY.
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT	
DWN. BY G.L. 4-23-76		MADISON COUNTY	
CHECKED			PARC 61-1
APP'D		Sht. 2 of 2	

598

IOWA POWER
823 Walnut Street
Des Moines, Iowa 50303

FINAL OFFER TO TENANT TO ACQUIRE EASEMENT

February 23, 1979

Terry Hughes
Route 2
Winterset, Iowa 50273

Pursuant to Chapter 472, entitled Procedures Under Power of Eminent Domain, Code of Iowa, Iowa Power and Light Company hereby makes its final offer to pay you the total lump sum of $ 50.00 in consideration of your execution, acknowledgement and delivery of a 345,000 volt electric transmission line easement in substance and form as, and across real estate described in, the "Transmission Line Easement" attached hereto, marked Exhibit "A", and made a part hereof. Such offer does not include construction damage to crops, tile or similar property which will be paid after construction when such damage can be ascertained.

If you wish to accept this offer, please call Iowa Power and Light Company collect at the following telephone number: 1-515-281-2713. If a voluntary easement is not acquired by the Company for this parcel, condemnation proceedings will be initiated.

A plat showing the proposed transmission line easement on your property is enclosed for your information.

Yours truly,

E. L. Birdsall
Vice President

Parcel 61.100

MATCH POINT

Sec. 18

Sec. 13

ELM CREEK

CENTER TRANS. LINE

75'

1464'

1177'

1299'

1684'

933'

75'

75'

75'

2718'

2662'

2662'

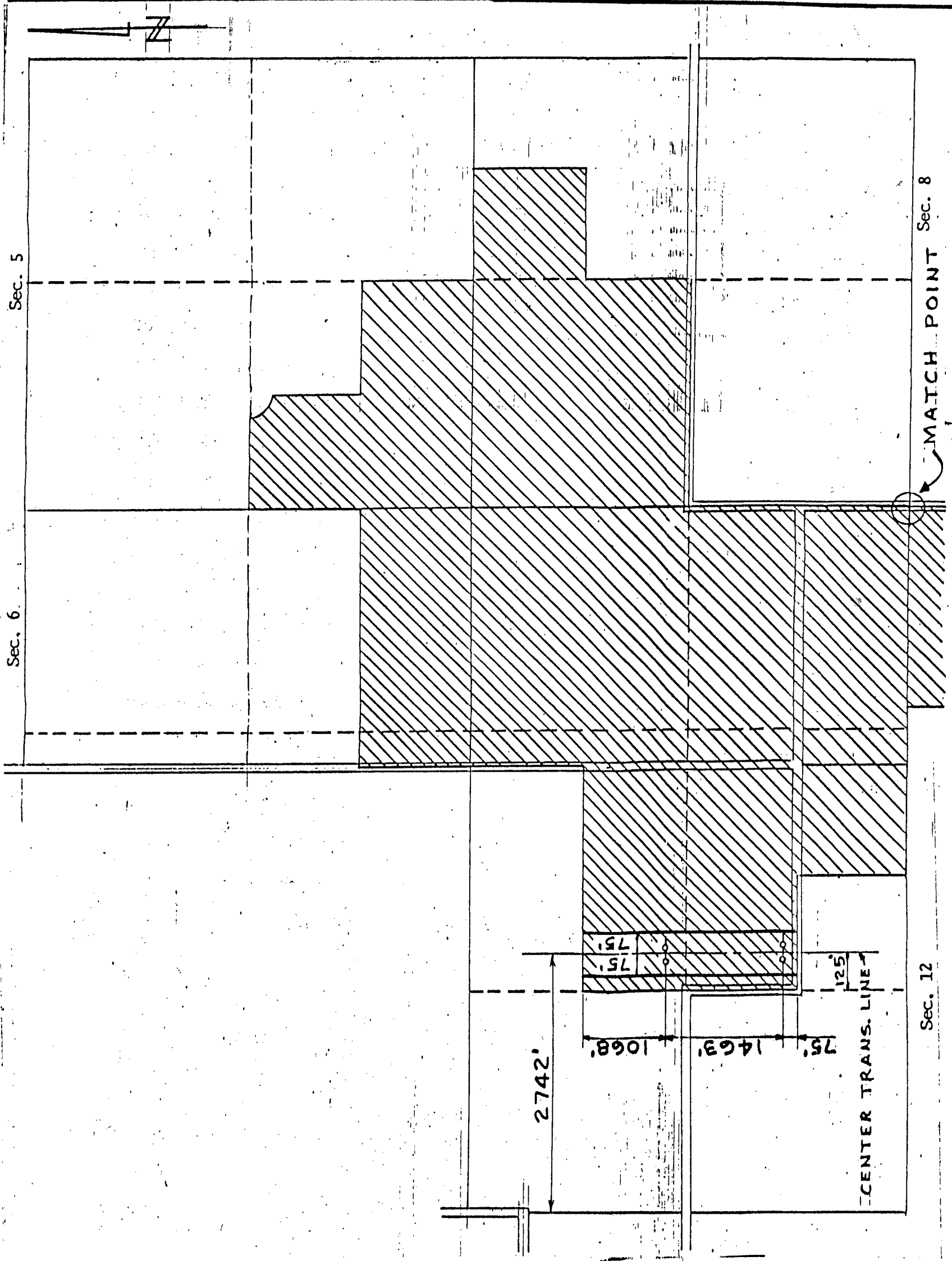
Sec. 24

Sec. 14

IOWA POWER AND LIGHT COMPANY
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT MADISON COUNTY
DWN. BY G.L. 4-23-76		
CHECKED		
APP'D		Sht. 1 of 2

600



IOWA POWER AND LIGHT COMPANY.
345KV TRANSMISSION LINE

FLUOR PIONEER INC.	REVISION	PROPERTY PLAT
DWN. BY G.L. 4-23-76		MADISON COUNTY
CHECKED		P/ 61
APP'D		Sht. 2 of 2

BEFORE THE CHIEF JUDGE OF THE FIFTH JUDICIAL DISTRICT

OF THE STATE OF IOWA

AND THE

SHERIFF OF MADISON COUNTY, IOWA

FILED
...T'S
...ET, IOWA
401
MAR 13 1979

IN THE MATTER OF THE APPLICATION OF IOWA POWER AND LIGHT COMPANY FOR CONDEMNATION OF RIGHT OF WAY FOR TRANSMISSION LINE IN MADISON COUNTY, IOWA) NO. _____

AMENDMENT TO APPLICATION FOR CONDEMNATION AND APPOINTMENT OF COMMISSION TO APPRAISE DAMAGES

TO: The Chief Judge of the Fifth Judicial District of the State of Iowa; and

The Sheriff of Madison County, Iowa

The Applicant, Iowa Power and Light Company, hereby amends its Application for Appointment of a Commission to appraise damages to real estate heretofore filed and in connection therewith Applicant states:

1. That on or about March 9, 1979 the Hon. M. J. V. Hayden, Judge of the Fifth Judicial District of the State of Iowa, filed a Ruling on Plaintiffs' Motion to Enlarge Findings of Fact and Conclusions of law in the matter of William H. Anstey, et al., Plaintiffs, vs. Iowa Commerce Commission, Defendant; Iowa Power and Light Company, et al., Intervenors on Behalf of Defendant; Henry C. Brandt, et al., Intervenors on Behalf of Plaintiffs, Equity No. CE 8-4686 in the Iowa District Court for Polk County; which Ruling modified to some extent the Iowa State Commerce Commission's Order granting the Applicant, Iowa Power and Light Company, the right of eminent domain and limiting such eminent domain in scope of duration as provided for in the applicable portions of §§ 478.19, 478.13 and 478.15 (Code of Iowa 1977).

3. Applicant seeks to condemn and acquire by the process of eminent domain a right of way and easement one hundred fifty feet (150') in width over, along and across the land hereinafter described to construct, operate and maintain a nominal 345,000 volt (maximum 400,000 volt) electric transmission line and all necessary wires and equipment incident thereto for the purpose of constructing, operating and maintaining said transmission line.

4. The description of the property to be effected or sought to be condemned by its congressional numbers in tracts not exceeding one-sixteenth (1/16) of a section; a description of the specific property sought to be condemned from each of said parcels to be condemned with reference to such description; the names of all record owners and parties in possession of the parcels of property sought to be condemned, or otherwise affected by such proceedings; the holders of liens or encumbrances upon such lands, and the places of residence of all such persons, so far as is known to Applicant, or as shown of record, are as follows, to wit:

SHERIFF'S NOTATION: ONLY THAT DESCRIPTION AND PLAT PERTAINING TO THESE DEFENDANTS IS SET FORTH:

BEFORE THE SHERIFF OF MADISON COUNTY, IOWA

IN THE MATTER OF THE APPLICATION OF IOWA POWER AND LIGHT COMPANY FOR CONDEMNATION OF RIGHT OF WAY FOR TRANSMISSION LINE IN MADISON COUNTY, IOWA	* * * * * * *	NO. MAR 13 1979 REPORT OF COMPENSATION COMMISSION

TO: **Peter J. Cunningham, Ruth M. Cunningham, Kenneth Tuttle and Patricia Tuttle**

We, the undersigned, being the duly appointed and qualified Commissioners appointed to inspect the agricultural land described in Iowa Power and Light Company's Application herein, and to assess the damages sustained by the respective owners, lien holders, encumbrancers, and other persons interested in the premises affected by the appropriation or condemnation of the real estate described in said Application for the construction, operation and maintenance of a 345,000 volt electric transmission line to be located on a strip of land as specifically described in said Application, do hereby make report as follows:

That we proceeeded to view the respective premises at the time fixed in the Notices to the persons interested in the parcel numbers hereinafter mentioned, which parcel numbers in this report correspond with the parcel numbers in the said Application, and do hereby assess the damages sustained by the respective persons interested in said lands as follows, all of which is respectfully submitted:

PARCEL NO. 61-100

OWNERS: Peter J. Cunningham and Ruth M. Cunningham
409 W. Court Street
Winterset, Iowa 50273

TENANT: ~~Henry Hughes~~ Kenneth and Patricia Tuttle
Route 2
Winterset, Iowa 50273

AWARD: $ 42/100 cc, for damages, including consequential damages, to owners.

AWARD: $ 50 cc, to tenant.

ATTORNEY FEES AND COST: $

603

Dated March 12, 1979.

John Foster

Hal L. Fryger

William Hunter

Raymond Clark

J. A. Baggett

Lowell L. Olson

I, the undersigned, Sheriff of Madison County, Iowa hereby endorse and certify to the attached Report of Compensation Commission; that I have mailed by ordinary mail on 3-13, 1979, a copy of said Report of Compensation Commission together with a Notice of Appraisement of Damages and Time for Appeal to each of the persons designated thereon.

Rep Rouse

Sheriff of Madison
County, Iowa

PARCEL 61-100

BEOFRE THE SHERIFF OF MADISON COUNTY, IOWA

IN THE MATTER OF THE APPLICATION OF IOWA POWER AND LIGHT COMPANY FOR CONDEMNATION OF RIGHT OF WAY FOR TRANSMISSION LINE IN MADISON COUNTY, IOWA	*	NO. MAR 13 1979 NOTICE OF APPRAISEMENT OF DAMAGES AND TIME FOR APPEAL

TO: **Peter J. Cunningham, Ruth M. Cunningham, Kenneth Tuttle and Patricia Tuttle**

OWNERS: Peter J. Cunningham and Ruth M. Cunningham
409 W. Court Street
Winterset, Iowa 50273

TENANT: Terry Hughes
Route 2
Winterset, Iowa 50273

You and each of you are hereby notified that the duly appointed and qualified commissioners assessed and appraised the damages sustained by you by reason of the condemnation as set out upon the attached report of Compensation Commission, and that pursuant to Section 472.18 of the Code of Iowa, as amended by House File 215, Acts of the 64th General Assembly, you may within thirty (30) days from the date of mailing of this Notice, appeal to the District Court as by law provided.

Roy Pearse

Sheriff of MADISON
County, Iowa

Date Mailed: 3-13-79

109-1 1064500
109-1 1036916

606

BEFORE THE SHERIFF OF MADISON COUNTY, IOWA

IN THE MATTER OF THE APPLICATION OF IOWA POWER AND LIGHT COMPANY FOR CONDEMNATION OF RIGHT OF WAY FOR TRANSMISSION LINE IN MADISON COUNTY, IOWA	NOTICE OF CLAIM OF LIEN BY THE FEDERAL LAND BANK OF OMAHA AS TO: PARCEL 61-100

TO: IOWA POWER AND LIGHT COMPANY and
THE COMPENSATION COMMISSION

You are hereby notified that The Federal Land Bank of Omaha, a corporation organized, existing, and doing business under and by virtue of the laws of the United States of America, is the owner and holder of a first mortgage executed by Peter J. Cunningham and Katherine Cunningham, husband and wife, the then owner of the real estate which is the subject of the condemnation proceedings being conducted in the above-entitled matter, which mortgages are recorded in Book 112, at Pages 153 and 525, of the records of Madison County, Iowa, a copy of said mortgages are attached hereto, marked Exhibits "A" and "B," and made a part hereof by reference, and is unsatisfied and unpaid as of this date.

That The Federal Land Bank of Omaha is entitled to and does hereby assert and claim a mortgage lien upon the property being taken and any award paid in satisfaction of the taking of said premises to the full extent of the unpaid balance of its mortgage and any interest or accruals thereto and demands that any award of damages be turned over and paid to The Federal Land Bank of Omaha and to the owners of said real estate as copayees in satisfaction of said lien as to the premises being taken.

THE FEDERAL LAND BANK OF OMAHA

By _____
Rosanne Barger, Attorney
Farm Credit Building - Suite 900
206 South 19 Street
Omaha, Nebraska 68102

Telephone: (A/C 402) 444-3271

Resident Counsel:

_____
Hans P. Nyholm
Attorney at Law
537 West Broadway
Council Bluffs, Iowa 51501

Telephone: (A/C 712) 322-7727

CERTIFICATE OF SERVICE

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

I, the undersigned attorney for The Federal Land Bank of Omaha, hereby certify that I served the foregoing pleading upon the attorneys of record by depositing a copy in the United States Mails, postpaid, addressed to:

Mr. Keith D. Hartje
P. O. Box 657
666 Grand Avenue
Des Moines, IA 50303

Mr. B. A. Webster
Gramble, Riepe, Burt,
Webster & Fletcher
2600 Ruan Center
Des Moines, IA 50309

on February 28, 1979.

Rosanne Barger

607

608

IOWA

REAL ESTATE MORTGAGE

FORM FLB 208-I (Rev. 1-65)

Date July 22, 1966

Peter J. Cunningham (also known as Peter Cunningham) and Katherine Cunningham, husband and wife, Mortgagor(s),

of Madison County, Iowa, in consideration of the advance of the principal sum recited in the note hereinafter described, receipt of which is acknowledged, hereby mortgage(s) and convey(s) to

THE FEDERAL LAND BANK OF OMAHA, a Corporation,
of Omaha P.O., Douglas County, Nebraska,

Mortgagee, the following-described real property in Madison County, Iowa, subject to the rights of the public in all highways:

	SEC.	TWP.	RG.
Tract I:			
$S\frac{1}{2}$ $SW\frac{1}{4}$; and a tract of land containing 37 acres, more or less, described as commencing at the Northwest corner of the $NW\frac{1}{4}$ $SW\frac{1}{4}$ and running thence East to North River, thence down said river to the East line of said $NW\frac{1}{4}$ $SW\frac{1}{4}$, thence South to the Southeast corner of said $NW\frac{1}{4}$ $SW\frac{1}{4}$, thence West to the Southwest corner of said $NW\frac{1}{4}$ $SW\frac{1}{4}$, thence North to the place of beginning	5		
South Frl. $\frac{1}{4}$	6		
North Frl. $\frac{1}{4}$	7		
$NW\frac{1}{4}$ $NW\frac{1}{4}$; and North 14 feet of the $NE\frac{1}{4}$ $NW\frac{1}{4}$	8		
All in		76N	26 W 5th P.M.
Tract II:			
$NE\frac{1}{4}$ $NW\frac{1}{4}$ (except the North 14 feet thereof); and $NW\frac{1}{4}$ $NE\frac{1}{4}$; and $S\frac{1}{2}$ $NW\frac{1}{4}$	8	76N	26 W 5th P.M.
$E\frac{1}{2}$ $NE\frac{1}{4}$	16	76N	27 W 5th P.M.

containing in all 593 acres, more or less, according to Government survey; together with all of the right, title, and interest of the Mortgagor(s) in said property now owned, or hereafter acquired, and including all buildings and improvements now on, or hereafter placed upon, said real property; including also all water, irrigation, and drainage rights, and including also all the rents, issues, uses, profits, and income from such real property and the crops raised thereon from the date of this instrument until the debt secured hereby shall be paid in full.

This mortgage is given to secure a promissory note of even date herewith, executed by Mortgagor(s) to Mortgagee, in the principal sum of THIRTY-SEVEN THOUSAND AND NO/100 - - - - - - - - - - - - - - - - - - DOLLARS, with interest at the rate of five and one-half percent per annum, said principal with interest being payable on an amortization plan in thirty-five annual installments, the last installment being due and payable on the first day of February, 2001, and providing that defaulted payments shall bear interest at the rate of six percent per annum. This conveyance shall be void upon the payment of said promissory note.

The Mortgagors, and each of them, hereby warrant that they are fee owners of the mortgaged real property; that they will defend the title against all claimants whomsoever, and that said property is free from all encumbrances; and they relinquish all rights of homestead in said premises, and covenant and agree with the Mortgagee, as follows:

(1) To use the proceeds of the loan secured hereby solely for the purposes specified in Mortgagors' application for said loan, and for purposes authorized by the Federal Farm Loan Act as amended.

(2) To pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed against the property herein mortgaged.

(3) To insure and keep insured buildings and other improvements now on or which may hereafter be placed on said premises to the satisfaction of the Mortgagee. Any policy evidencing such insurance shall be endorsed with a mortgage clause, approved by and in favor of Mortgagee, and deposited with, loss thereunder to be payable to, Mortgagee as its interest may appear. At the option of Mortgagor(s), and subject to general regulations of the Farm Credit Administration, sums so received by Mortgagee may be used to pay for reconstruction of the destroyed improvement(s); or, if not so applied, may, at the option of Mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(4) To keep all buildings occupied and in good repair, and to refrain from the commission of any acts of removal, demolition or impairment thereof; not to cut or remove, or permit to be cut or removed, any wood or timber from said real property, and to commit or permit no waste or impairment of the value of this security; to continuously practice approved methods of farming on said lands, to prevent erosion and the spread of noxious and damaging weeds, and to preserve the fertility of the soil.

(5) That in the event Mortgagor(s) fail(s) to pay when due any taxes, liens, judgments, or assessments lawfully assessed against the property herein mortgaged, or fail(s) to maintain insurance as hereinbefore provided, Mortgagee may make such payment or provide such insurance, and the amount(s) paid therefor shall become a part of the indebtedness secured hereby, due and payable immediately, and shall bear interest from the date of payment at the rate of six percent per annum.

Exhibit "A"

(6) That in the event Mortgagor(s) default(s) in the payment of said principal sum, or of any installment thereof, or of any interest thereon, at the time when the same shall be due, or with respect to any covenant or condition hereof, then, at the option of Mortgagee, the entire indebtedness secured hereby shall forthwith become due and payable, shall bear interest at the rate of six percent per annum, and the Mortgagee may immediately foreclose this mortgage or pursue any other available legal remedy. In the event of any action by Mortgagee to enforce collection of the mortgage debt, the Mortgagor(s) agree(s) that any expense incurred to procure or extend an abstract of title shall, when paid by Mortgagee, become a part of the debt secured hereby, and shall be paid by Mortgagor(s), together with all of the taxable costs of such action, including statutory attorney fees for Mortgagee's attorney.

(7) That in the event action is brought to foreclose this mortgage for all or any part of the debt secured hereby, the Mortgagee shall be entitled to immediate possession of the mortgaged premises, and the court, or a judge thereof in vacation, may appoint a receiver to take possession of said premises to collect and receive rents and profits arising therefrom; and from any monies so collected, to pay taxes, provide insurance, make needed repairs to improvements upon the premises, and make any other expenditures authorized by the court; and apply any sum remaining after the payment of such authorized expenditures upon the mortgage indebtedness.

(8) That failure or delay of Mortgagee to exercise any of its rights or privileges shall not be construed as a waiver thereof; that any act of Mortgagee waiving any specific default of Mortgagor(s) shall not be construed as a waiver of any future defaults; that in case of default in the payment of any amortization installments or interest, or in case of payment by Mortgagee of any lien, judgment, tax, insurance, cost or expense, said Mortgagee shall have the privilege, without declaring the whole indebtedness due and payable, to foreclose on account of such specific default for such sums as are in default and such foreclosure proceedings may be had and the land described herein may be sold, subject to the unpaid indebtedness hereby secured, and this mortgage shall continue as a lien for any unpaid balance.

(9) THIS MORTGAGE IS SUBJECT TO THE PROVISIONS OF THE FEDERAL FARM LOAN ACT and all Acts amendatory thereof or supplementary thereto.

_____ (SEAL)

Peter J. Cunningham (SEAL)
Peter J. Cunningham

_____ (SEAL)

Katherine Cunningham (SEAL)
Katherine Cunningham

_____ (SEAL)

_____ (SEAL)

STATE OF Iowa
COUNTY OF Madison } ss.

On this 26th day of July, A.D., 1909 before me, a Notary Public in and for the County of Madison, State of Iowa, personally appeared Peter J. Cunningham (also known as Peter Cunningham) and Katherine Cunningham, husband and wife,

to me known to be the person s named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires July 4, 1909.

Marguerite Gallery
Notary Public in and for said County and State
Marguerite Gallery

This Space For Use of Mortgagee Only
Loan No. 3691 I 170 1st-1
Assignment No.

MORTGAGE

Peter J. Cunningham & wife

To
The Federal Land Bank
of Omaha
Omaha, Nebraska

STATE OF IOWA
COUNTY OF Madison } ss.

This instrument was filed for record at 2 o'clock, P M., on the 27
day of July, 1909, and duly recorded in Book 112, of the Real Estate Mortgage Records on Page 153, and also duly indexed in the chattel mortgage index in Book _____, on Page _____, on the same day and hour mentioned above.

Mary E. Wells
County Recorder

By _____ Deputy

Fee $ 2.50

609

610

IOWA REAL ESTATE MORTGAGE FORM FLB 208-I (Rev. 1-65)

Date October 30, 1967

Peter J. Cunningham (also known as Peter J. Cunningham, Jr.) and Katherine Cunningham, husband and wife, Mortgagor(s), of Madison County, Iowa, in consideration of the advance of the principal sum recited in the note hereinafter described, receipt of which is acknowledged, hereby mortgage(s) and convey(s) to

THE FEDERAL LAND BANK OF OMAHA, a Corporation, of Omaha P.O., Douglas County, Nebraska,

Mortgagee, the following-described real property in Madison County, Iowa, subject to the rights of the public in all highways:

	SEC.	TWP.	RG.
South Frl.½ (except former schoolhouse site of one-half acre in the Southeast corner of the SE¼ NE¼ SE¼); and South 100 acres of the North Frl.½	7		
S½ of the North Frl.½; and East 80 acres of the North Frl.¼	18		
All in		76N	26 W 5th P.M.
S½ NE¼; and N½ SE¼; and SE¼ SE¼	12		
S½ NE¼; and SE¼; and S½ SW¼	13		
SE¼ SE¼	14		
NW¼; and N½ NE¼; and West 25 acres of the S½ NE¼	24		
All in		76N	27 W 5th P.M.

Subject to pipeline and pole-line easement to the American Oil Company as shown by instruments recorded in Book 75, Page 488, and in Book 91, Page 249,

All Mortgagors' right, title and interest in and to former schoolhouse site of one-half acre in the Southeast corner of the SE¼ NE¼ SE¼ of Section 7, and all Mortgagors' right, title and interest in and to that part of the West 21.16 acres of the Frl. NW¼ NE¼ lying South of the main channel of the South Elm Creek of Section 18, all in Township 76 North, Range 26, West of the 5th Principal Meridian,

containing in all 1306 acres, more or less, according to Government survey; together with all of the right, title, and interest of the Mortgagor(s) in said property now owned, or hereafter acquired, and including all buildings and improvements now on, or hereafter placed upon, said real property; including also all water, irrigation, and drainage rights, and including also all the rents, issues, uses, profits, and income from such real property and the crops raised thereon from the date of this instrument until the debt secured hereby shall be paid in full.

This mortgage is given to secure a promissory note of even date herewith, executed by Mortgagor(s) to Mortgagee, in the principal sum of FIFTY THOUSAND AND NO/100 - DOLLARS, with interest at the rate of six percent per annum, said principal with interest being payable on an amortization plan in twenty annual installments, the last installment being due and payable on the first day of August, 1987, and providing that defaulted payments shall bear interest at the rate of six percent per annum. This conveyance shall be void upon the payment of said promissory note.

The Mortgagors, and each of them, hereby warrant that they are fee owners of the mortgaged real property; that they will defend the title against all claimants whomsoever, and that said property is free from all encumbrances; and they relinquish all rights of homestead in said premises, and covenant and agree with the Mortgagee, as follows:

(1) To use the proceeds of the loan secured hereby solely for the purposes specified in Mortgagors' application for said loan, and for purposes authorized by the Federal Farm Loan Act as amended.

(2) To pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed against the property herein mortgaged.

(3) To insure and keep insured buildings and other improvements now on or which may hereafter be placed on said premises to the satisfaction of the Mortgagee. Any policy evidencing such insurance shall be endorsed with a mortgage clause, approved by and in favor of Mortgagee, and deposited with, loss thereunder to be payable to, Mortgagee as its interest may appear. At the option of Mortgagor(s), and subject to general regulations of the Farm Credit Administration, sums so received by Mortgagee may be used to pay for reconstruction of the destroyed improvement(s); or, if not so applied, may, at the option of Mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(4) To keep all buildings occupied and in good repair, and to refrain from the commission of any acts of removal, demolition or impairment thereof; not to cut or remove, or permit to be cut or removed, any wood or timber from said real property, and to commit or permit no waste or impairment of the value of this security; to continuously practice approved methods of farming on said lands, to prevent erosion and the spread of noxious and damaging weeds, and to preserve the fertility of the soil.

(5) That in the event Mortgagor(s) fail(s) to pay when due any taxes, liens, judgments, or assessments lawfully assessed against the property herein mortgaged, or fail(s) to maintain insurance as hereinbefore provided, Mortgagee may make such payment or provide such insurance, and the amount(s) paid therefor shall become a part of the indebtedness secured hereby, due and payable immediately, and shall bear interest from the date of payment at the rate of six percent per annum.

Exhibit "B"

(6) That in the event Mortgagor(s) default(s) in the payment of said principal sum, or of any installment thereof, or of any interest thereon, at the time when the same shall be due, or with respect to any covenant or condition hereof, then, at the option of Mortgagee, the entire indebtedness secured hereby shall forthwith become due and payable, shall bear interest at the rate of six percent per annum, and the Mortgagee may immediately foreclose this mortgage or pursue any other available legal remedy. In the event of any action by Mortgagee to enforce collection of the mortgage debt, the Mortgagor(s) agree(s) that any expense incurred to procure or extend an abstract of title shall, when paid by Mortgagee, become a part of the debt secured hereby, and shall be paid by Mortgagor(s), together with all of the taxable costs of such action, including statutory attorney fees for Mortgagee's attorney.

(7) That in the event action is brought to foreclose this mortgage for all or any part of the debt secured hereby, the Mortgagee shall be entitled to immediate possession of the mortgaged premises, and the court, or a judge thereof in vacation, may appoint a receiver to take possession of said premises to collect and receive rents and profits arising therefrom; and from any monies so collected, to pay taxes, provide insurance, make needed repairs to improvements upon the premises, and make any other expenditures authorized by the court; and apply any sum remaining after the payment of such authorized expenditures upon the mortgage indebtedness.

(8) That failure or delay of Mortgagee to exercise any of its rights or privileges shall not be construed as a waiver thereof; that any act of Mortgagee waiving any specific default of Mortgagor(s) shall not be construed as a waiver of any future defaults; that in case of default in the payment of any amortization installments or interest, or in case of payment by Mortgagee of any lien, judgment, tax, insurance, cost or expense, said Mortgagee shall have the privilege, without declaring the whole indebtedness due and payable, to foreclose on account of such specific default for such sums as are in default and such foreclosure proceedings may be had and the land described herein may be sold, subject to the unpaid indebtedness hereby secured, and this mortgage shall continue as a lien for any unpaid balance.

(9) THIS MORTGAGE IS SUBJECT TO THE PROVISIONS OF THE FEDERAL FARM LOAN ACT and all Acts amendatory thereof or supplementary thereto.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Peter J. Cunningham (SEAL)

Katherine Cunningham (SEAL)

_____ (SEAL)

STATE OF Iowa
COUNTY OF Madison } ss.

On this 2nd day of November, A.D., 1967, before me, a Notary Public in and for the County of Warren, State of Iowa, personally appeared Peter J. Cunningham (also known as Peter J. Cunningham, Jr.) and Katherine Cunningham, husband and wife,

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires July 4, 1969.

A certified copy of appointment is on file in this office. Madison

Eddie Reynolds
Notary Public in and for said County and State
Eddie Reynolds

This Space For Use of Mortgagee Only
Loan No. 6450 I ~~170~~ 109-1
Assignment No.

MORTGAGE

To
The Federal Land Bank
of Omaha
Omaha, Nebraska

STATE OF IOWA } ss.
COUNTY OF Madison

This Instrument was filed for record at 11:40 o'clock, A. M., on the 2 day of Nov., 1967, and duly recorded in Book 112, of the Real Estate Mortgage Records on Page 525, ~~and also duly indexed in a chattel mort-~~ ~~gage Index in Book~~ _____, on Page _____, ~~on the same day and hour~~ mentioned above.

Mary E. Lundby
County Recorder

By _____ Deputy

Fee $ 2

1787

611

Parcel # 61-100

Check # 04198 In the amount of $42,100.00

Accepted and receipted for on Sept. 10 1979.

By Peter J. Cunningham

Parcel # 61-100

Check # 04205 in the amount of $50.00

Accepted and receipted for on April 11 1979.

By Patricia Tuttle

MADISON COUNTY SHERIFF'S CERTIFICATION OF COSTS

I further certify that costs incident to this proceeding, Iowa Power and Light Co. condemnations held March 7, 8, 9 and 12, 1979 have been taxed as follows:

SHERIFF FEES:	Fee	Postage	Mileage	Total
Sheriff serving notices	185.00		47.70	$232.70
Summoning Commissioners		1.20	3.60	4.80
Sheriff attending Commissioners	120.00		26.70	146.70
Mail Award Notices		6.75		6.75
Copy fees	10.00			10.00
	$315.00	7.95	$78.00	$400.95

COMMISSIONERS EXPENSES:		
Lowell Olson, Chairman		
4 days service, mileage and meals		214.62
Gail Leeper		
4 days service, mileage and meals		216.58
William Hunter		
4 days service, mileage and meals		243.10
Raymond Clark		
4 days service, mileage and meals		251.50
Darrell Daggett		
4 days service, mileage and meals		235.90
John Foster		
4 days service, mileage and meals		216.50
	TOTAL	$1,378.20

DAMAGES AWARDED:	
Arthur Knutson and Karen V. Knutson (61-19)	$14,555.00
Attorney John Casper	590.00
61-22	
Robert M. Berry and Catherine E. Berry	15,425.00
Attorney Gary Kimes	500.00
61-26	
Robert M. Berry and Catherine E. Berry	7,388.00
61-29	
Roy H. Maass and Judith L. Maass	2,690.00
Tenants - Gail McKinney and Gail McKinney II	100.00
Attorney Gerald Olivier	350.00
61-30	
Roy H. Maass and Judith L. Maass	11,135.00
Tenants - Gail McKinney and Gail McKinney II	100.00
61-33	
Floyd Dudney and Janet Siddens Dudney; Shirlee Ann Siddens David Vernon Siddens and Don Carl Siddens	12,575.00
Attorney - John Casper	510.00
61-41	
Benjamin F. Kirk and Virginia C. Kirk	15,497.00
Attorney - Larry VanWerden	500.00
61-43	
Benjamin F. Kirk and Virginia C. Kirk	5,639.00
61-54	
Russel D. Richards and Joan C. Richards	65,386.00
Attorney - Gary Kimes	900.00
61-78	
Richard G. Tracy	8,120.00
Attorney - Dean Nelson	500.00
61-87	
Florence E. Frey	12,972.00
Tenants - Albert H. Frey and Ruth M. Frey	200.00
61-88	
Albert H. Frey and Ruth M. Frey	8,120.00
Tenant - Rod Jones	200.00
61-89	
Carl J. Bek	16,306.00
Tenant - Nick Bek	200.00
Attorney - Gary Kimes	500.00
61-92	
Frances Mary Bradley and Albert E. Bradley	3,975.00
Tenant - Lew Wildin	50.00
Attorney - Gary Kimes	225.00

61-95	
George Kinnaird and Marjorie Kinnaird	18,480.00
Attorney - Chester Bentz	250.00
61-96	
Vernon Goodwin and Hazel Goodwin	20,853.00
Attorney - John Casper	200.00
61-97	
Harold Seward and Kathryn S. Seward	12,415.00
Attorney - John Casper	200.00
61-100	
Peter J. Cunningham and Ruth M. Cunningham	42,100.00
Tenants - Kenneth Tuttle and Patricia Tuttle	50.00
61-103	
Joan M. Hardy and Raymond J. Hardy	17,820.00
Attorney - Lewis Jordan	500.00
61-109	
John J. Kiernan and Alice E. Kiernan	30,654.00
Tenants - Cary Kiernan and Joan A. Kiernan	200.00
Attorney - John Casper	200.00
61-119	
Forrest L. Ridgway, Sandra Kay Ridgway, Yvonne Friestad, Lewis Friestad, Jr.	8,135.00
Tennants - Don Waller and Connie Waller	200.00
Attorney - Lewis Jordan	350.00
TOTAL OF AWARDS	$357,815.00

RECAPITULATION

TOTAL SHERIFF COSTS	$400.95
TOTAL COMMISSIONER EXPENSES	$1,378.20
TOTAL DAMAGES AWARDED	$357,815.00
GRAND TOTAL	$359,594.15

Note: Costs for out-of-county services of notices previously paid by IPALCO.

Certified a true statement of condemnation awards and expenses in connection with: "In the Matter of the Application of Iowa Power and Light Company for Condemnation of Right of Way for Transmission Line in Madison County, Iowa" and the Original Copies thereof on this 12th day of March, 1979.

Rex Rouse

Rex Rouse, Sheriff
Madison County, Ia.

See Arthur Knutson condemnation 61-19 for referenced Exhibit A.

Recd 3-8-79
Rex Rouse, Sheriff

Federal Land Bank of Omaha
Farm Credit Building
206 South 19th Street
Omaha, Nebraska 68102
Telephone (402) 444-3200

February 28, 1979

3-21-79 to Clerk Court with original awards

109-1 8254649
Arthur K. Knutson

109-1 1940305
George Kinnaird

109-1 1064500 4-11-79
109-1 1036916 to Recorder
Peter J. Cunningham

109-1 1106742
Joan M. Hardy

Mr. Rex Rouse, Sheriff
Madison County
Winterset, IA 50273

Dear Sir:

Re: Iowa Power and Light Company Condemnations -
Parcels 61-19, 61-95, 61-100, and 61-103.

Enclosed are our Claims of Liens for the above-entitled proceedings. Please stamp the copy of this letter with the date of filing of these pleadings in your office and return in the enclosed envelope.

Our interest is identical with that of the mortgagors, and we do not plan to attend any of the proceedings unless there is a real dispute as to the liens of our mortgages. The liens extend to the award in a condemnation proceedings and we have, therefore, asked to be named a copayee on the award.

Sincerely,

Rosanne Barger
Attorney

Enclosures

cc: Mr. LaVerne Anderson, President
Federal Land Bank Association
Creston, IA 50801

57

615