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121

2100 P.D. ch

PLEASE RETURN TO: MIDWEST POWER

ATTN: REAL ESTATE SERVICES

666 GRAND, P.O. BOX 657

DES MOINES, IA 50303

MIDWEST POWER SYSTEMS INC.

TRANSMISSION LINE

EASEMENT

State of Iowa

County Warren

Township 77 North

Range 24 West of the 5th P.M.

Section 17

Parcel No. 91-34

Job No. 11-6155-41

Draft No.

Structures No.

STATE OF IOWA, WARREN COUNTY:

Judith K. Lathrop

Recorder

Deputy

FILED FOR RECORD THE 16 DAY OF

March

1994 AT 9:56

PAGE 190-193

O'CLOCK A.M. BOOK 81

INSTR. NO. 2425

RECORDING FEE \$ 21.00

TRANSFER FEE \$

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KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners(s) Larry L. Hughes

and the undersigned Tenant(s) _____

for and in consideration of One and no/100----- dollars(\$ 1.00) do hereby grant to Midwest Power Systems Inc., an Iowa corporation, its successors and assigns, an easement for the purpose of and including the right to construct, reconstruct, maintain, operate, enlarge, repair, locate, and remove and replace wires and cables for the transmission of electric energy, and for communications purposes, and any poles, structures, foundations and other equipment incidental thereto, (hereinafter collectively referred to as the "Line") 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, reconstructing, maintaining, operating, enlarging, repairing, locating, and removing and replacing the Line, the right to trim or remove (with reasonable care) such trees or other vegetation as may interfere with the proper maintenance and operation of the Line, and the right to remove from the strip of land specifically described below any obstruction, including buildings, fences, and other structures, which interfere with the maintenance and operation of the Line, and including but not limited to the right to sell, lease, apportion or subdivide its rights (or any part thereof) hereunder. Midwest Power Systems Inc. agrees that it will repair or pay for any damage to crops, fences, or other property of the undersigned caused by the construction, reconstruction, maintenance, operation, enlargement, repair, location, or removal and replacement of the Line, except any obstructions placed subsequent to the granting of this easement. Grantors agree that they will not construct or place any buildings, structures, plants, or other obstructions 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 Line.

That portion of the NW 1/4 of Section 17, Township 77 North, Range 24 West of the 5th P.M., Warren County, Iowa, lying southerly of the angular East/West road which divides said Quarter EXCEPT that part condemned by Warren County as described in the condemnation proceedings recorded in Book 197, Pages 435-463 and also EXCEPT Beginning at the W 1/4 corner of said Section 17, thence North along the West line of said NW 1/4 of said Section 17, for a distance of 1,626.6 feet to the point of beginning; thence continuing North along the West line of said NW 1/4 of said Section 17, a distance of 467 feet; thence North 89°32'30" East, for a distance of 468 feet; thence South 467 feet; thence West 468 feet to the point of beginning.

The transmission line easement will consist of the following:

That part of a strip of land 150 feet in width across the above described property, the centerline of said 150 foot strip is more particularly described as follows:

Commencing at the W 1/4 corner of Section 17, T77N, R24W of the 5th Principal Meridian; thence northerly along the west property line 235 feet more or less to the intersection of said west line with the centerline of an existing overhead transmission line, said point of intersection is the point of beginning; thence northeasterly along the centerline of said transmission line 3,085 feet more or less to a point on the east property line which is also the point of termination, said termination point is 780 feet more or less southerly of the N 1/4 corner of said Section 17, all being in Warren County, Iowa.

This easement is intended to cover multiple circuits within the described easement strip as shown on the attached Exhibit A and by this reference made a part hereof.

Midwest Power Systems Inc., its contractor or agent, 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 the full consideration is paid as hereinafter provided.

The undersigned acknowledges payment of Two hundred dollars (\$ 200.00) hereunder, and it is agreed that if the balance of the stated consideration, Even though Eight hundred (\$1,100.00), is paid to the undersigned within 12 months from date hereof, this agreement shall become binding upon all parties hereto, their heirs, successors and assigns, and shall terminate upon the permanent removal or abandonment of the line. 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 MIDWEST POWER SYSTEMS INC. BY CERTIFIED MAIL WITH RETURN RECEIPT REQUESTED. THE NOTICE MUST BE RECEIVED BY MIDWEST POWER SYSTEMS INC. 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 MIDWEST POWER SYSTEMS INC.

Dated at Nowvalet this 1st day of March, 1993

Larry L. Hughes

Larry L. Hughes

Betty L. Hughes

Tax I.D. Number/Social Security Number

Tax I.D. Number/Social Security Number

Tax I.D. Number/Social Security Number

SHOWS TO OWNERS OF INTEREST
RECORDED INSTRUMENT
BOOK 81, PAGE 191
20000 AT 231100M 210

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF WARREN) SS

On this 10th day of MARCH, A.D., 19 93, before me, a Notary Public in and for the said County and State, personally appeared HARRY L. Hughes and Betty J. Hughes 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 THEIR voluntary act and deed.



RICHARD MYERS
MY COMMISSION EXPIRES 10-28-95
Notary Public in the State of Iowa

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, A.D., 19 _____, before me, a Notary Public in and for the 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 the State of Iowa

MORTGAGEE'S CONSENT

STATE OF _____)
COUNTY OF _____) SS

TO MIDWEST POWER SYSTEMS INC.

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)
COUNTY OF _____) SS

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 the State of Iowa

CORPORATION ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF _____) SS

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 _____ 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 the State of Iowa

ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF WARREN } 88

On this 10th day of MARCH, A.D., 19 93, before me, a Notary Public in and for the said County and State, personally appeared HARRY E. HUBERT and Betty J. Hubert 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 their voluntary act and deed.



Notary Public in the State of Iowa

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } 88

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

MORTGAGEE'S CONSENT

STATE OF Iowa }
COUNTY OF Cass } 88

TO MIDWEST POWER SYSTEMS INC.

As legal holder and owner of all the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the 30th day of JANUARY, 1982 recorded in the Recorder's Office of Warren County, Iowa, in Book 273, page 258-259 as Document No. 4597, the undersigned hereby consent(s) and join(s) in the granting to said company of the within and foregoing right-of-way agreement.

Dated June 9th, 1993

Henry E. Russell, President
Warren National Bank
Massena, Ia

ACKNOWLEDGMENT OF MORTGAGEE'S CONSENT

STATE OF IOWA }
COUNTY OF CASS } 88

On this 9th day of June, A.D., 1993, before me, a Notary Public, personally appeared Henry E. Russell for Union National Bank 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 a voluntary act and deed.



Notary Public in the State of Iowa

CORPORATION ACKNOWLEDGMENT

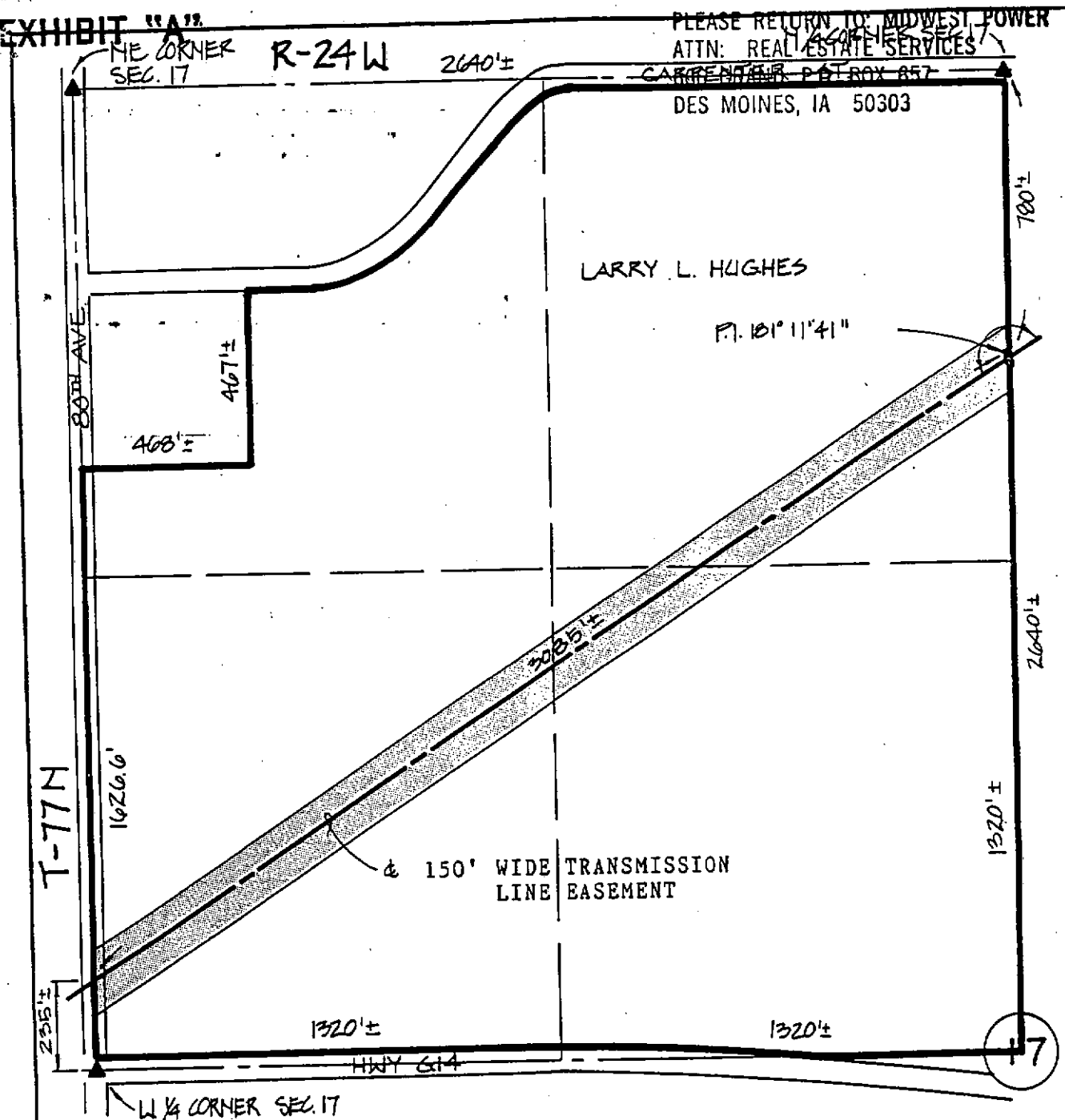
STATE OF IOWA }
COUNTY OF _____ } 88

On this _____ day of _____, A.D., 19 _____, before me, a Notary Public in and for said County, personally appeared _____ and _____ personally known, who being by me duly sworn, did say that he is (are) (respectively) the _____ 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 the State of Iowa

EXHIBIT "A"



NORTH

LEGAL DESCRIPTION

That portion of the NW 1/4 of Section 17, Township 77 North, Range 24 West of the 5th P.M., Warren County, Iowa, lying southerly of the angular East/West road which divides said Quarter EXCEPT that part condemned by Warren County as described in the condemnation proceedings recorded in Book 197, Pages 435-463 and also EXCEPT Beginning at the W 1/4 corner of said Section 17, thence North along the West line of said NW 1/4 of said Section 17, for a distance of 1,626.6 feet to the point of beginning; thence continuing North along the West line of said NW 1/4 of said Section 17, a distance of 467 feet; thence North 89° 32' 30" East, for a distance of 468 feet; thence South 467 feet; thence West 468 feet to the point of beginning.

IOWA POWER INC.

PROPERTY PLAT
SECTION 17, T-77 N, R-24 W

DRAWN BY RAL	DATE: SEPT. 1990
CHECKED RAE	SCALE 1" = 400'
APPROVED	#91-34
APPROVED	

10-15-90

E-2257