

COMPARED

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Parcel No. \_\_\_\_\_ State of Iowa  
 Job No. \_\_\_\_\_ MIDWEST POWER SYSTEMS INC. County Pottawattamie  
 Draft No. \_\_\_\_\_ TRANSMISSION LINE Township 74N & 75N  
 Structures No. \_\_\_\_\_ EASEMENT Range 43W  
 Section 4 & 33

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners(s) Jack J. Barrier and Patricia M. Barrier,  
husband and wife,

and the undersigned Tenant(s) None

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.

A 10 foot by 50 foot easement for one pole along with anchors and associated down guys which is described as follows:

The South 10 feet of the West 50 feet of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 4, Township 74 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa,

AND

An easement for the overhang of structures and conductors only on the West 25 feet of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 4, Township 74 North, Range 43 West of the 5th P. M., and the West 25 feet of the South 30 acres of the E $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 33, Township 75 North, Range 43 West of the 5th P. M., all in Pottawattamie County, Iowa.

STATE OF IOWA, Pottawattamie County  
 Filed for record this 18th day of October  
 1992 at \_\_\_\_\_  
 in book 93 page 1825  
*John S. ...*

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 Five Hundred Ten and 00/100 - - - dollars (\$ 510.00 ) hereunder, ~~and it is agreed that if the balance of the stated consideration is not paid to the undersigned within xxxxxx days 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 Council Bluffs this 27 day of October, 1992

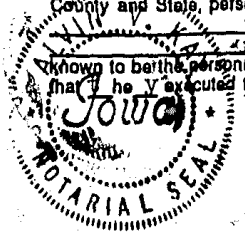
Jack J. Barrier  
 Jack J. Barrier  
Patricia M. Barrier  
 Patricia M. Barrier

\_\_\_\_\_  
 Tax I.D. Number/Social Security Number  
 \_\_\_\_\_  
 Tax I.D. Number/Social Security Number  
 \_\_\_\_\_  
 Tax I.D. Number/Social Security Number

ACKNOWLEDGMENT

STATE OF IOWA )  
                  ) SS  
COUNTY OF POTTAWATTAMIE

On this 27th day of October, A.D. 19 92, before me, a Notary Public in and for the said County and State, personally appeared Jack J. Barrier and Patricia M. Barrier



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.

*Alvin V. Kay*  
Notary Public in the State of Iowa  
Alvin V. Kay  
Commission expires 4-1-95

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
                          ) SS  
COUNTY OF \_\_\_\_\_

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 \_\_\_\_\_ )  
                          ) SS  
COUNTY OF \_\_\_\_\_

TO IOWA POWER 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 )  
                          ) SS  
COUNTY OF \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public in the State of Iowa

STATE OF IOWA  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day :  
personally appeared \_\_\_\_\_  
personally known, who be  
and \_\_\_\_\_

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and for said County,  
\_\_\_\_\_ and  
\_\_\_\_\_ to me  
) the \_\_\_\_\_

\_\_\_\_\_ (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

*Encl*