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UNDERGROUND ELECTRIC CABLE LINE EASEMENT

AGREEMENT, made this 30th day of April, 1965, between Walter J. Kassuba and Christina Kassuba, husband and wife, Grantor, being the owner of the following described lands, and Iowa Electric Light and Power Company, Grantee:

WITNESSETH:

That in consideration of \$1.00 in hand paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee, its successors and assigns, a right-of-way and easement with the right, privilege and authority to construct, reconstruct, maintain, operate, patrol and remove an underground electric cable line, or lines, and other necessary fixtures, equipment and appurtenances used or useful for such purpose, upon, over, under and across the following described lands located in the County of Linn, and the State of Iowa:

Lot 7, "Auditor's Plat No. 104, Linn County, Iowa", excepting therefrom Beatty's First Addition to Cedar Rapids, Linn County, Iowa, and further excepting the S-ly 40 feet of Lot 7 lying E-ly of Beatty's First Addition to Cedar Rapids, Linn County, Iowa.

The easements granted above shall be as many and of such widths and lengths as are necessary to furnish electric service to the customers on said property.

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purposes.

The Grantor also grants to the Grantee the right of ingress to and egress from said electric cable line, or lines, under and over lands now owned by the Grantor, for the purpose of constructing, reconstructing, maintaining, operating, patrolling or repairing said electric cable line, or lines, and the Grantee agrees to pay the Grantor or his tenants, all damages done to the lands, fences, livestock, or crops of the Grantor or his tenants, by the removing said cable line, or lines. If the parties do not agree, such damages shall be determined by the Township Trustees acting as a Board of Arbitration in said matter.

This agreement shall be binding upon the parties hereto, their heirs, successors or assigns, and continue so

SUBORDINATION AGREEMENT - ELECTRIC UNDERGROUND

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, ^{The} Connecticut Mutual Life Insurance Company is the owner and holder of a mortgage dated October 22, 1964, recorded in Volume 1243 at Page 463 in the office of the Recorder of Linn County, said mortgage being a lien upon the following described lands located in Linn County in the State of Iowa:

Lot 7, "Auditor's Plat No. 104, Linn County, Iowa", excepting therefrom Beatty's First Addition to Cedar Rapids, Linn County, Iowa, and further excepting the S-ly 40 feet of Lot 7 lying E-ly of Beatty's First Addition to Cedar Rapids, Linn County, Iowa.

The easements granted above shall be as many and of such widths and lengths as are necessary to furnish electric service to the customers on said property.

WHEREAS, the owner, Walter J. Kassuba and Christina Kassuba, husband and wife, of the above-described lands, granted to Iowa Electric Light and Power Company on the 31st day of April 1965, 1965 a right-of-way and easement with the right of ingress to and egress from said cable line, or lines, under and over lands now owned by the Grantor, for the purpose of constructing, reconstructing, maintaining, operating, patrolling or repairing said cable line, or lines, and the Grantee agrees to pay the Grantor or his tenants, all damages done to the lands, fences, livestock, or crops of the Grantor or his tenants, by the removing said cable line, or lines. If the parties do not agree, such damages shall be determined by the Township Trustees acting as a Board of Arbitration in said matter.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) in hand paid, receipt whereof is hereby acknowledged, Connecticut Mutual Life Insurance Company hereby consents to said right-of-way and easement and the grants created thereby, and the use of the lands above described for the purposes recited in said instrument granting said rights and hereby acknowledges that said lands are subject to said easement and the grants and use of said lands in connection therewith, and further acknowledges that said mortgage shall, from and after this date, be subject to said right-of-way and easement and is junior and inferior to same, and the said mortgage is hereby subordinated to said right-of-way and easement.

Dated this 3rd day of ^{May} ~~April~~, 1965.

THE CONNECTICUT MUTUAL LIFE INSURANCE COMPANY

By W. J. Colyer
Supervisor, Urban Loans
By [Signature]
Assistant Supervisor of Urban Loans

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STATE OF CONNECTICUT)
) ss:
COUNTY OF HARTFORD)

On this 3rd day of ^{May} ~~April~~, A.D., 1965, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared W. B. Clyde and Edward Orchard, to me personally known, who, being by me duly sworn, did say that they are the Supervisor, Urban Loans and Assistant Supervisor of Urban Loans, respectively, of said corporation executing the within and foregoing instrument to which this is attached, that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said W. B. Clyde and Edward Orchard as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Joseph B. ...
Notary Public in and for said County

My commission expires April 1, 1966

Filed for records JUL 12 1965 at 12:57 P. PM.
J. H. Stoddard, Recorder, Linn County, Iowa