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RECORDED  
SIOUX COUNTY IOWA

2005 DEC 2 PM 3:38

FILE 2005 CARO 6871

*Anita K. VanBruggen*  
A. VAN BRUGGEN RECORDER

NORTH WEST RURAL ELECTRIC COOPERATIVE PREPARED BY: Gaylene Wickenhagen  
1505 ALBANY PLACE S.E., ORANGE CITY, IOWA, 51041 PHONE: 712-707-4935

EASEMENT - AERIAL AND UNDERGROUND Location: 84-13-22-2600 Blk 310<sup>th</sup> St  
KNOW ALL MEN BY THESE PRESENTS, the undersigned Philip G. Kooima and John C. Kooima,

does hereby grant unto the NORTH WEST RURAL ELECTRIC COOPERATIVE, Orange City, Iowa, a corporation, and to its successors or assigns, a permanent and perpetual easement and right-of-way over and across real estate located in the County of Sioux, State of Iowa, and described as follows:

*The East 75 feet of the South 624.75 feet of that part of the S1/2 SW1/4 of Section 22, Township 97 North, Range 46 West of the 5<sup>th</sup> P.M., Sioux County, Iowa, lying North of the North line of U.S. Highway 18.*

AND

*The S1/2 SW1/4 of Section 22, Township 97 North, Range 46 West of the 5<sup>th</sup> P.M., Sioux County, Iowa, lying North of the North line of U.S. Highway 18; EXCEPT the North 352 feet of the West 568 feet thereof; AND EXCEPT the South 624.75 feet of that part of the SW1/4 lying North of the North line of U.S. Highway No. 18; AND EXCEPT a tract described as commencing at the Southwest Corner of Section 22, Township 97 North, Range 46 West of the 5<sup>th</sup> P.M.; thence North on the Section Line 672.8 feet to the point of beginning; thence South 89° 54' East 737.85 feet; thence North 295.2 feet; thence West 737.85 feet; thence South 295.2 feet to the point of beginning, subject to public highways. As recorded in File 1997 Card No. 3013.*

IN THE CASE OF AERIAL LINE to construct, maintain and relocate an electric transmission or distribution line or system consisting of poles, fixtures, anchors guy wires, conductors and all purtenances thereto on or upon all streets, roads or highways abutting or situated upon lands and on or upon a strip of land \_\_\_\_\_ feet in width forming part of the above described lands and located immediately adjacent and parallel to the highway right of way line of the highway which abuts upon the \_\_\_\_\_ side of the above described lands, the exact location of said line or system to be selected by the engineer of the grantee or of its successors or assigns.

The grantee shall also have the right to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

XX IN THE CASE OF UNDERGROUND ELECTRIC LINE said right-of-way to include the right to excavate for, install, replace, maintain and operate such underground facilities as Grantees shall elect for conducting electric energy with necessary and proper transformers, conductors appliances and apparatus, together with adequate protection therefore, including the right to excavate and refill ditches and/or trenches for the location of said underground electric lines and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said underground electric lines.

The undersigned covenants that he is the owner of the above-described lands.

Grantor has the right to cancel this Agreement granting easement to Grantee by mailing a "Notice of Cancellation" to the Grantee at its principal place of business by certified mail with return requested. The Notice must be received by Grantee within seven (7) days, excluding Saturday and Sunday. Grantor acknowledges receipt of this written information as to right to cancel prior to signing of this easement agreement and acknowledges receipt of the form in duplicate which can be used to mail Grantee for "Notice of Cancellation." Grantee will not record this Agreement until after the period for cancellation has expired. This right of cancellation may be exercised only once for each transmission line project.

All damages to the property of the grantor (other than to trees) caused by constructing, maintaining, replacing or repairing said electric system shall be borne by the grantee, its successors or assigns.

The Grantors covenant that the above-described lands are free and clear of encumbrance and liens of whatever character and taxes and assessments are not yet due. Grantors hereby relinquish and release any right or interest (she/he) may have in and to the easement for the right-of-way herein granted including right of dower, distributive share, or homestead therein.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, we have set our hands this 9 day of Nov, 20 05.

*[Signature]*  
*[Signature]*

Witness:

Brend Van Beek  
STATE OF IOWA )  
) SS.  
COUNTY OF PLYMOUTH )

On this 9th day of November, 20 05, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared John C. Kooima and Philip G. Kooima to me known to be identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

*[Signature]*  
Notary Public in and for the State of Iowa

