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FILE NO. 981  
RECORDING FEE \$ 11.00  
TRANSFER FEE \$ \_\_\_\_\_

FILED FOR RECORD THE 23 DAY OF October 1998 AT 12:43 P.M.  
IN Trice BOOK 25 PAGE 309-10

STATE OF IOWA WINNEBAGO COUNTY  
By \_\_\_\_\_, Recorder  
By \_\_\_\_\_, Deputy

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Prepared By: Mike Holstad and Return To Heartland Power Cooperative

216 Jackson Street, Thompson, Iowa 50478

Phone (515)584-2251 FAX (515)584-2253

### ELECTRIC EASEMENT

#### KNOWN ALL MEN BY THESE PRESENTS,

That the undersigned, Hawkeye Seven, Inc. for good and valuable consideration, the receipt whereof is hereby acknowledged do hereby grant unto the Heartland Power Cooperative, a corporation, whose post office is Thompson, Iowa, and to its successors or assigns, the right to enter upon the lands of the undersigned situated in the County of Winnebago, State of Iowa, and more particularly described as follows:

The Northwest Quarter (NW 1/4) of Section Thirty-five (35) in Township Ninety-one (99) North, Range Twenty-four (24), West of the Fifth P.M., Iowa

Said Easement shall be limited to a strip of land Ten (10) Feet wide immediately adjacent to the existing road right-of-way along the (N.E.S.W) of the above described property. Said undersigned further grants the rights to the Heartland Power Cooperative to construct, maintain and relocate an electric transmission or distribution line or system consisting of poles, fixtures, anchors, guy wires, conductors, underground cables and all appurtenances thereto. the exact location of said line or system to be selected by said Grantee, its successors or assigns.

Grantee shall also have the right to cut and trim trees and shrubbery to the extent necessary to keep them clear from said 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.

Grantee shall also have the right to mark the location of the above-described strip by suitable markers set in the ground or on towers, but the markers, when set in the ground, shall be placed in fences or other locations that will not interfere with any reasonable use Grantor shall make of such strip.

Grantee shall repair any damage it may do to Grantor's property on the above-described real estate and shall indemnify and hold Grantor harmless from and against any all loss of damage that Grantee or Grantee's employees, agents or subcontractors shall cause.

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, and vice versa.

IN WITNESS WHEREOF, the undersigned have affixed their hands this

27 day of May, 1997.

Hawkeye Seven, Inc.  
by John E. Kerber, Pres.

STATE OF IOWA )

COUNTY OF Palo Alto ) ss:

BE IT REMEMBERED that on this 27 day of May,

1997, before me, a Notary Public in and for said County and State, personally appeared

John E. Kerber

personally know to be the Grantor or Grantors in the attached and foregoing Easement, and who acknowledge the execution of the same to be their voluntary act and deed for the purposes therein explained.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

Keith E. Johnson

Notary Public in and for said  
County and State.

My Commission expires:

