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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Return Document To: Thomas J. Hanson, 401 East Main Street, Manchester, Iowa 52057
Prepared By: Thomas J. Hanson, 401 East Main Street, Manchester, Iowa 52057
Address Tax Statement: Scott J. Funke, 2156 145th avenue, Manchester, Iowa 52057

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ELECTRIC LINE EASEMENT AGREEMENT

This Agreement entered into this 24 day of November, 2014 by and between David C. Kehrli, a single person (hereinafter First Party), and Scott J. Funke and Joan A. Funke, husband and wife, (hereinafter Second Parties).

WHEREAS, the parties own the following described real estate located in Delaware County, Iowa:

A. Real Estate owned by First Party:

Parcel 2013-03, Part of the NE 1/4-SW 1/4 and the NW 1/4-SW 1/4, all in Sec. 35, T89N, R6W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2013, Page 778; together with a permanent easement for access over and across the North 30 feet of Parcel No. 2013-03.

B. Real Estate owned by Second Parties:

Parcel 2013-04, Part of the NE 1/4-SW 1/4 and the NW 1/4-SW 1/4, all in Sec. 35, T89N, R6W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2013, Page 778; together with a permanent easement for access over and across the North 30 feet of Parcel No. 2013-03.

AND WHEREAS, Second Parties have placed an electrical transmission line over and across real estate owned by First Party and the parties wish to enter into an easement agreement regarding said electrical transmission line.

NOW, THEREFORE, in consideration of the mutual covenants made herein and the mutual benefits to be gained by the parties, they agree as follows:

1. First Party hereby grants onto Second Parties, their heirs, successors and assigns an easement for an electrical transmission line over and across the northerly portion of the real estate owned by First Party commencing at 145th Avenue on the east passing over and across the northerly portion of the above described real estate to Second Parties' real estate located west of First Party's real estate.

2. First Party further grants onto Second Parties, their heirs successors and assigns the right to enter on the premises from time to time in order to inspect said electrical transmission line and to make any necessary repairs or maintenance to the line. Second Parties shall return the soil and vegetation to its previously existing condition following the installation of said electrical transmission line and any repair and/or maintenance of said electrical transmission line in the future.

3. First Party agrees that no building or buildings or any other permenant structure shall be placed over the easement area. The easement granted herein shall run with the land and be binding upon First Party, his heirs, successors and assigns.

Dated this 24 day of November, 2014.

First Party

David C. Kehrli

David C. Kehrli

Dated this 24 day of November 2014.

Second Parties

Scott J. Funke

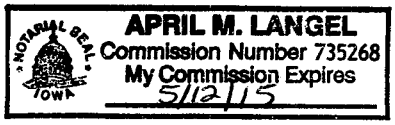
Scott J. Funke

Joan A. Funke

Joan A. Funke

STATE OF IOWA, COUNTY OF Delaware **: ss:**

On this 25th day of November, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared **David C. Kehrli**, a single person, known to me be the identical person named herein and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Delaware **: ss:**

On this 25th day of November, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared **Scott J. Funke and Joan A. Funke**, husband and wife, known to me be the identical persons named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa

