

FARMERS ELECTRIC COOPERATIVE, INC.

Greenfield, Iowa

ELECTRIC LINE RIGHT-OF-WAY EASEMENT
(Underground)

Madison County Union Twp. Section 30

Know all men by these presents, that we, the undersigned _____

Curtis Allen

for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the FARMERS ELECTRIC COOPERATIVE, INC., a corporation whose post office address is Greenfield, Iowa, and to its successors or assigns, a perpetual right-of-way to, from time to time, construct, lay, maintain, operate and remove an underground electric transmission or distribution line or lines, conduits, pedestals or other appurtenances desirable in connection therewith, with the right to ingress and egress to and from said lands situated in the County of Madison and State of Iowa, described as follows, to wit: Parcel "C" located in the fractional NW quarter of the NW quarter of Section 30, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northwest corner of Section 30, T76N, R27W of the 5th P.M., Madison County, Iowa; thence southerly along the west line of the NW $\frac{1}{4}$ of said Section 30 at an assumed bearing of South 0°00'00" west, 824.67 feet; thence north 90°00'00" east, 573.94 feet; thence north 30°32'10" east, 289.34 feet; thence north 90°00'00" east, 768.70 feet to a point on the east line of the Fr.NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 30; thence north 0°46'21" west along the east line of the Fr.NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 30, 561.08 feet to the NE corner of the Fr.NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 30; thence North 89°26'32" west along the north line of the Fr.NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 30, 1482.15 feet to the point of beginning, containing 23.087 acres, including 1.613 acres of U.S. Highway #169 right of way.

The grantor, his heirs or assigns is to fully use and enjoy the premises except for the purposes herein above granted to the grantee. The grantee hereby agrees to pay any damage which may arise to crops and fences from said construction, operations or removal of said transmission or distribution lines; the damages if not mutually agreed upon are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the grantor, his heirs or assigns, one by the said grantee, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

The said transmission or distribution lines covered by this grant shall be buried at such a depth as not to interfere with the ordinary cultivation of said lands and upon grantor's request, the grantee shall provide the grantor with a plat showing the location of said buried cables and the grantor agrees that no building, structures, or other obstructions shall be placed directly above said power, transmission or distribution lines.

The undersigned covenants that he is the owner of the described lands and that all facilities erected hereunder shall remain the property of the Cooperative.

Special provisions, if any:

IN TESTIMONY WHEREOF, the undersigned have executed this instrument this 9 day of October, 1995.

REC 500
ADD. \$
R.M.F. \$ 100

CH. 1 ✓
FEE \$
C.M.F. \$

Curtis C. Allen 1040
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State of Iowa :
:
Madison County:

95 OCT 13 PM 1:01
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Personally came before me this 9th day of October, A. D. 1995,
the above named Curtis C. Allen,
to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Joyce E. Binns
Notary Public, State of Iowa

My Commission Expires 1-10-96 DEED RECORD 135