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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CONVEYANCE OF RIGHT OF WAY EASEMENT FOR OVERHEAD ELECTRIC LINES

✓ Prepared By & Return To: Nick Gannon, 641-342-2173 1-800-362-2154

Clarke Electric Cooperative, Inc., P.O. Box 161, Osceola, IA 50213-0161

Prepared Date: October 22, 2019

Easement No. _____ Location No. 55-35-05 Work Order No. 13826

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned Lisa Renee Evison Fka Lisa Renee Bivans (hereinafter called the Grantor(s), of the County of Madison, State of IA, for a good and valuable consideration, the receipt whereof is hereby acknowledge and does hereby grant unto CLARKE ELECTRIC COOPERATIVE, INC., (hereinafter called the "Grantee"), a corporation of Osceola, Iowa, and to its successors assigns the right, privilege and easement to enter in and upon my (our) lands situated in the County Of Madison State of IA, and described as follows, to wit:

For a new anchor on the West side of the property in the 15 Acres in Parcel A in the SW ¼ of the SE ¼ in Section 35, T74N, R27 of the 5th PM

and to construct, maintain, and relocate an electric transmission or distribution line or system consisting of poles, fixtures, anchors, guy wires, conductors and all appurtenances thereto, on or upon a strip along the property line and/or fence line forming part of the described lands and to be located along the West side of said lands. Described lands are immediately adjacent to and parallel to the highway right-of-way of Quail Ridge Trail, the exact location of said line or system to be selected by the engineer of the Grantee or its successors or assigns, and as shown on the attached sketch(es) labeled Exhibit(s) _____. The Grantee also has the right to continue our vegetation management program by spraying the ground cover after it has been cleared in the said right of way. At points of ingress or egress to and from said premises the electric line construction shall be installed to permit ingress and egress at said point with farm equipment and loads of hay. It is understood, and the undersigned agree, that all poles, wires, and other facilities, including any main service entrance equipment, installed on the above described lands at the Grantee's expense shall remain the property of the Grantee and shall be removable at the option of the Grantee upon termination of service to or on said lands.

The Grantee shall have the right to cut or trim trees, hedges, or shrubbery that may hereafter grow and interfere with transmission line 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. The Grantee shall have the right before line is constructed to cut and/or trim the following tree or trees, hedges or shrubs, to wit: any and all trees or shrubs adjacent to the electric line will be completely removed from property. The Grantor covenants that he or they are the owner(s) of the above described lands by reason of (deed) (contract).

The Grantor (landowner) has the right to cancel this Agreement granting easement to Grantee (Cooperative) 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 with seven (7) days, excluding Saturday and Sunday. Grantor acknowledges receipt of this written information as a 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.

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, the undersigned have set his or their hand this 20 day of October, year of 2019 A.D.**

Lisa Renee Evison Bivans Address 3386 Quail Ridge Trail Truro, IA 50257

Lisa Renee Evison Fka Lisa Renee Bivans
X 3386 Quail Ridge Trail Address
Truro, IA 50257

STATE OF IOWA, Madison County:ss

Personally before me on this 30th day of October, in the year of 2019, A.D., came the above named Lisa Bivans, to me known to be the person(s) who voluntarily executed the foregoing instrument and acknowledged the same.

WITNESS my hand and notarial seal on the date last above written.

(Notarial Seal Below)



My commission Expires: 07-05-2021 x
Notary Public in and for Madison County, State of Iowa.