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LILLIE UTSLER
RECORDER
JACKSON COUNTY, IOWACOMPUTER ☒
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COMPALED ☒REC. \$ 500.
ADD \$
P.M.F. \$ 100.Prepared by: Steve White, Clarke Electric Coop, P.O. Box 161, 1103 N. Main, Osceola, Ia 50213, 515-342-2123

EASEMENT

Location No. 56-12-19

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Ray Sarter and Ruth Sarter (Unmarried) (Husband and Wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Clarke Electric Cooperative, Inc., a corporation, of Osceola, Iowa, and to its successors or assigns, the right to enter upon the lands of the undersigned situated in the county of Madison, State of Iowa and more particularly described as follows: Parcel A, NW 1/4 of NW 1/4 Sec. 12 Twp. 74N Rge. 26W Sec. _____ Twp. _____ Rge. _____ To install line extension from pole North of driveway, East Approx. 720' to point of service 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 all streets, roads or highways abutting or situated upon said lands and/or on or upon a strip just inside the property line and/or fence line forming part of the described lands and located immediately adjacent to and parallel to the highway right-of-way of that highway which abutts upon the West side of property, North of driveway side of the above described lands, the exact location of said line or system to be selected by the engineer of the Grantee or its successors or assigns, it being understood that the poles are to be set just inside the fence/or property line a distance of not to exceed two feet except in those instances where impractical in which case the above equipment shall not be located more than five feet within the fence or property line adjacent to said highway. It is understood that at points of ingress or egress to and from said premises that the construction will be such as to permit ingress and egress at said point with farm equipment and loads of hay. It is also 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 Cooperative's expense shall remain the property of the Cooperative removable at the option of the Cooperative 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:

The undersigned covenants that he or they are the owners of the above described lands by reason of (deed) (contract).

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 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.

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 _____ day of _____ 19__.

STATE OF IOWA Polk COUNTY: ss.

On this 27th day of September, 1997, before me Ray Sarter + Ruth Sarter a Notary Public in and for Polk County, State of Iowa, personally appeared Loraine Springer - Notary to me known to be the identical person whose name _____ affixed to the foregoing instrument and who acknowledged that they executed the same as _____ voluntary act and deed.

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

Notary Public in and for Polk County, State of Iowa