

2000 FEB 25 AM 10:43

JILL E. UTSLER
RECORDER
MADISON COUNTY, IOWACOMPUTER ☒
RECORDED ☒
INDEXED ☒RECS 10.00
ADDS 0.00
TOTALS 10.00Prepared by: Steve White, Clarke Electric Coop, P.O. Box 161, 1103 N. Main, Osceola, Ia 50213, 515-342-2173

EASEMENT

Location No. 56.25.01

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Chuck Jones and Louva Jones (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:

Sec. 25 Twp. 74N Rge. 26W Sec. _____ Twp. _____ Rge. _____

To start at NW corner of property and run East along old road bed approximately 960' 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 South North 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 28th day of April 1999.

X Chuck Jones

STATE OF IOWA Pack COUNTY: ss. X

On this 28 day of May, 1999, before me Joan Stanley a Notary Public in and for Pack County, State of Iowa, personally appeared Chuck Jones to me known to be the identical person whose name, Chuck Jones affixed to the foregoing instrument and who acknowledged that they executed the same as their voluntary act and deed.

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

Notary Public in and for Pack County, State of Iowa

Prepared by: Steve White, Clarke Electric Coop, P.O. Box 161, 1103 N. Main, Osceola, Ia 50213, 515-342-2173

Easement No. _____
Location No. 56-25-01

CONVEYANCE OF RIGHT OF WAY EASEMENT FOR
UNDERGROUND ELECTRIC LINES -- (INDIVIDUAL)

KNOW ALL MEN BY THESE PRESENTS: That Chuck Jones and X Laura Jones (hereinafter called the Grantor(s)), of the County of Madison, State of Iowa, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto CLARKE ELECTRIC COOPERATIVE, INC., a corporation, hereinafter called the "Grantee" and to its successors and assigns the right, privilege and easement to enter in and upon my (our) lands situated in the County of Madison, State of Iowa, and described as follows, to wit: NW 1/4 of NE 1/4 Section 25 Otter Twp.
To run from pole at NE corner of property South along old road bed approximately 1050' to end of property
to construct, operate, repair, maintain, relocate and replace under the surface thereof, and under all streets, roads, or highways on or abutting said land, a line or lines for the transmission and distribution of electric energy, including without limitation all appropriate cable, wire, transformers, manholes, concrete pads, switching enclosure, ground connection, attachments, equipment, accessories and appurtenances necessary and appropriate for the underground transmission and distribution of energy. The facilities erected hereunder shall remain the property of Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, improve and make changes, alterations, substitutions and additions in and to its facilities as it may from time to time deem advisable, including the right to increase or decrease the number of wires, cables, manholes, connection boxes, switching enclosures, transformers, and transformer enclosures.

Grantee shall at all times have the right to keep the easement clear of all trees, shrubbery, undergrowth and roots. All trees and limbs cut by Grantee at any time shall remain the property of Grantor. Except as otherwise stated, the right-of-way shall be 15 feet in width. Grantor shall not cut or harm trees growing outside old road bed, nor construct surface *

Grantor, his successors and assigns, may use the land within the easement for any purpose. *structures on the old road bed which could impede or block the movement of vehicles or farm equipment

For the purpose of constructing, inspecting, maintaining, or operating its facilities, Grantee shall have the right of ingress and egress from the easement over lands of Grantor adjacent to the easement and lying between public or private roads and the easement, such right to be exercised in such manner as shall occasion the least practicable damage and inconvenience to Grantor.

The Grantee, its successors and assigns, shall hold the Grantors harmless from and reimburse the Grantors for, all damages to real estate, fences, livestock, or crops of the Grantors or their tenant, and repair damage to any field tile which may result from the construction, operation, and maintenance of said electric underground line, except damages caused by the negligence of Grantors or their tenant, of the aforesaid system at the above described location.

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.

To have and to hold unto the said Grantee, its successors and assigns forever. This conveyance shall be binding on the heirs, representatives, assigns and grantees of the Grantor.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 28th day of April, A.D., 1999.

X Chuck Jones
X _____

STATE OF IOWA)
County of Madison) ss.
Personally appeared before me this 28th day of May, A.D., 1999, the above named Chuck Jones, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

My Commission Expires: 3-22-00

Joan Scanlan
Notary Public, State of Iowa