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COMPARED ☒BOOK 2002 PAGE 363

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MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWAPrepared By: Steve White, Clarke Electric, P.O. Box 161, 1103 N. Main, Osceola, Ia 50213, 342-2173Co-op. Work Order No. 10663Location No. 56-1-9

## EASEMENT

## KNOW ALL MEN BY THESE PRESENTS,

that the undersigned Daniel McWherter and Valley McWherter (single) (husband and wife) (Grantor(s)), for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto CLARKE ELECTRIC COOPERATIVE, INC., (Grantee), a corporation, of Osceola, Iowa, and 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. 1 Township 74-N Range 26-W The NE 1/4, SE 1/4 of  
Section 1 in Ohio Township Line to run from Southeast corner  
of Section, Northwest approximately 310 feet 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 a strip along 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 Warren Ave, which abuts upon the South

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, and as shown on the attached sketch(es) labeled Exhibit(s)

. 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. 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 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 3rd day of January in the year of 2002, A.D.

x Daniel McWherter 1-3-02

x Valley McWherter 1-3-02

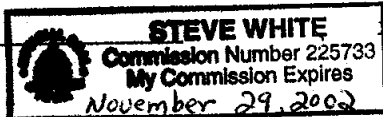
STATE OF IOWA Clarke COUNTY: ss.

Personally before me on this 3rd day of January, in the year of 2002 A.D., came the

above named Daniel McWherter and Valley McWherter 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.

My Commission expires:



Steve White  
Notary Public in and for the State of Iowa