

LISA SMITH, COUNTY RECORDER
MADISON IOWA

✓ Return to: Clarke Electric Coop, PO Box 161 Osceola IA 50213
CONVEYANCE OF RIGHT OF WAY EASEMENT FOR UNDERGROUND ELECTRIC LINES

Easement No. _____ Location No. 55-25-1 Work Order No. 11800
(INDIVIDUAL) KNOW ALL MEN BY THESE PRESENTS,

That the undersigned Rod Beeler and Karen S. Beeler
 (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: T-74-N - R-27-W The East 15 Acres of the
NE 1/4 of the SW 1/4 of Walnut Twp. Section 25

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, his successors and assigns, may use the land within the easement for any purpose that does not
 violate the safe operation and maintenance of said line.

For the purpose of construction, 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 8th day of June, year of 2006, A.D.

X Rod Beeler Address 514 W. Myka St.
St. Charles, IA 50240
 X Karen S. Beeler Address 4877 Kylemore Ct.
Palm Harbor, FL 34685

Prepared By Steve White, (641) 342-2173 1-800-362-2154
 Clarke Electric Cooperative, Inc., P.O. Box 161, Osceola, Iowa 50213-0161

Date: 5-31-06

STATE OF IOWA, Madison County: ss. June, A.D., In the Year 2006,
 Personally came before me this 8th day of June,
 the above named Rod Beeler - Karen Beeler, to me known to be the persons who
 voluntarily executed the foregoing instrument and acknowledged the same.

My commission Expires: _____ X Joanne A. DeCarlo

Notary Public State of Iowa

