Document 2026 3334

Book 2026 Page 3334 Pages 2
Date 11/09/2026 Time 10:40:50AM
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BRANDY MACUMBER, 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: **July 14, 2025**

Easement No._____ Location No. _ Work Order No 15008 Pcl 770160142001200

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned **Hilsabeck Farms, LLC** (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: **Specifically for two new anchors within 12' of the north fenceline for a new overhead tap to adjacent property north, see attached Exhibit "A" for legal description for property in Section 1, T74N, R26W of the 5th P.M.** 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 **North** of side of said lands. Described lands are immediately adjacent to and parallel to the highway right-of-way of **280th Lane** 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. 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 15th day of October, year of 2026 A.D.

X Hilsabeck Farms LLC By Jeff Hilsabeck Address **619 South 19th Street West Des Moines, IA 50265**
Hilsabeck Farms, LLC

X _____ Address

STATE OF IOWA, Polk County:ss

Personally before me on this 15th day of October, in the year of 2026, A.D., came the above named Jeff Hilsabeck, 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)

NOTARIAL SEAL IOWA
JOSEPH LEE NALL
Commission Number 865686
My Commission Expires
June 26, 2028

My commission Expires: June 26, 2028 X _____
Notary Public in and for Polk County, State of Iowa.

THE IOWA STATE BAR ASSOCIATION Official Form No. 101	Charles A. Walker	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

WARRANTY DEED

For the consideration of *One and no/100's ($1.00) Dollar(s) and other valuable consideration, Billie Jo De Stefano and Harold J. De Stefano, wife and husband do hereby Convey to Hilsabeck Farms, LLC the following described real estate in Madison County, Iowa:

The Northeast Quarter (NE¼) of the Northwest Fractional Quarter (NW Fr.¼) of Section One (1), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, EXCEPT the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of the Northwest Fractional Quarter (NW Fr.¼); AND EXCEPT that part of Parcel "F" that lies therein, containing 26.16 acres, as shown in Plat of Survey filed in Book 2012, Page 1039, on April 11, 2012, in the Office of the Recorder of Madison County, Iowa; AND EXCEPT Parcel "D", containing .60 acres, as shown in Plat of Survey filed in Book 2012, Page 1040, on April 11, 2012, in the Office of the Recorder of Madison County, Iowa.

Deed to correct legal description in Warranty Deed dated May 17, 2012 and filed May 21, 2012 as Document No. 2012-1487. No real estate transfer tax pursuant to Iowa Code §428A.2-10.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: September 20, 2012

Billie Jo De Stefano (Grantor)

Harold J. De Stefano (Grantor)

(Grantor)

(Grantor)

STATE OF PENNSYLVANIA, COUNTY OF LANCASTER
This instrument was acknowledged before me on September 20, 2012, by Billie Jo De Stefano and Harold J. De Stefano.

, Notary Public

NOTARIAL SEAL
LYNELLE C. CABER, Notary Public
Brecknock Township, Lancaster County, Pa.
My Commission Expires August 4, 2013

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